VOL. XLIV., No. 15.

The Solicitors' Journal and Reporter.

LONDON, FEBRUARY 10, 1900.

*** The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

Contents.

Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

CURRENT TOPICS.

MR. JOSEPH WALTON, Q.C., has been appointed a Commissioner to go the Oxford Circuit (Stafford and Birmingham).

OUR CORRESPONDENCE columns this week contain two very different views of the Council of the Incorporated Law Society. We do not think it is any paradox to say that there is some truth in each. We have always endeavoured in these columns to do justice to the vast amount of time and work which the busy men who constitute the Council ungrudgingly bestow on the affairs of the profession. We do not think that any other profession can shew in its governing body such an example of public-spirited sacrifice of valuable time or such an efficient conduct of general business. Nor is it correct to say that the Council, as a whole, are reluctant to move in the case of any attempted encroachment on the rights of the profession or of any attempted breach of faith on the part of the Land Registry authorities. They acted with skill and success in opposing the clauses inserted in the Small Dwellings Acquisition Bill of last year. But at the same time (if we may speak plainly) it is abundantly clear that a section of the Council (including some of the men who are and have for many years been among its ablest and most strenuous and active members) are smitten with that spirit of compromise which is fatal to effectual opposition to any inroad attempted by a powerful Government. However strong their case may be, they see themselves defeated beforehand. There is a very small section of convinced believers in the system of compulsory registration who do not desire that anything should be done to hinder its progress. But the leader of this section is a man who, in addition to innumerable services to the profession, was mainly instrumental in 1873 in obtaining the placing of the Council in the position of a representative body, and we believe that both he and all the members of the Council, whatever their own opinions may be, will be prepared loyally to carry out the declared views of the members of the society.

THE CASE of *Reg.* v. *Stoke Parish Council*, which came before CHANNELL and BUCKNILL, JJ., last week, should prove instructive to such of those village corporations as contemplate engaging in litigation. The Stoke Parish Council had brought an action in the Chancery Division with a view to establishing the rights of the parish to the supply of water to a village pump which they had erected. The action was dismissed upon the ground that the fiat of the Attorney-General had not been obtained, and the parish council were ordered to pay the defendant's costs, which amounted to some £92. On their failure to do so, a rule *nisi* was obtained for a *mandamus* directing the parish council to issue their precept to the overseers of the parish for payment of this sum out of the poor rate, that being the fund out of which, under section 11 of the Local Government Act, 1894, the expenses of a parish council are payable. In opposing the rule the parish council relied on certain provisions of the same section restricting their expenditure: sub-section 1 prohibits a parish council from incurring, without the consent of a parish meeting (of the parochial electors), expenses or liabilities involving a higher rate than threepence in the pound in any financial year; and sub-section 3 makes the produce of a sixpenny rate the maximum amount which a parish council can raise in any financial year to cover all their expenses, other than expenses under "the adoptive Acts." A threepenny rate in the parish of Stoke produces £54 12s. only, and it appeared that in the present financial year precepts had been issued to the amount of £52 to meet expenses of the parish council, including their costs of the action, but not the defendant's costs. There appears to have been no evidence as to whether the consent of the parish meeting had been given to the bringing of the action, and in default of such evidence being adduced by the council, the court assumed that the consent had been given; they therefore held that section 11 (1) afforded no defence. And as a sixpenny rate would produce more than enough to satisfy the defendant's costs, they held that section 11 (3) had no application either. The rule was therefore made absolute, the court observing that if the council chose to go to law they must, like a private individual, pay the costs adjudged payable by them, even if that obliged them to do without some of the things upon which the funds at their disposal were in the ordinary course expended.

ATTENTION should be called to a point decided by Mr. Justice NORTH in *Williams* v. *Williams* (1900, 1 Ch. 152). The point was a subsidiary one, and might easily escape observation, inasmuch as the principal decision given in the case related to the Statute of Limitations, and the case appears under that heading in the Digest. The subsidiary point, however, is of considerable importance, and should be noted both by practitioners and law students. It relates to the order of application of a testator's assets in the payment of his debts. We are all familiar with the lists which are found in text-books arranging the assets for this purpose, beginning with the residuary personalty and ending with property over which the testator has exercised a general power of testamentary appointment. The decision now given is to the effect that when a testator makes a general bequest of his personal estate, and such bequest operates under section 27 of the Wills Act as an appointment of a fund of personalty, such personalty is made part of the bequest for all purposes, and is applicable for payment of debts with the other personalty comprised in the bequest—that is to say, under such circumstances it is included in the first fund applicable for payment of debts, instead of the last. The material words of section 27 of the Wills Act are: "A bequest of personal estate of the testator, or any bequest of personal property described in a general manner, shall be construed to include any personal estate which he may have power to appoint in any manner he may think proper, and shall operate as an execution of such power, unless a contrary intention shall appear by the will." On this the learned judge held that the appointable fund was included in the bequest for all purposes and must bear the burden of paying debts accordingly with the other personalty. The fund in question was a sum of £2,000, and, in giving judgment, he said: "The statute makes the £2,000 part of the testatrix's personal estate, and it must pass by the only series of gifts which are found in the will of that personal estate. It forms part of the personal estate, and therefore it goes in exactly the same way as her other personal estate, because the statute and the will together include that as part of her personal estate. . . . When it is pressed upon me that there are two funds, one her own personal estate and another a fund over which she has a power of appointment, it is inventing something for which there is no foundation whatever. The distinction is certainly not to be found in the will or in the Act." This decision will certainly necessitate an alteration in the lists of assets given by text-books. In future the first item will require to include any appointable personalty included in a residuary bequest, and the last item will require to be limited to appointable property specifically appointed by the testator.

WE PRINT elsewhere an interesting letter upon the question of the proper way of effecting a mortgage of registered leasehold land. The point to be aimed at is to reconcile the existing practice of creating the mortgage by way of sub-demise with the system of registration of title in districts where registration is compulsory. The object of the mortgage sub-term is, of course, to prevent the liabilities of the lease from attaching to the mortgagee, and, as our correspondent points out, we suggested some months ago (43 SOLICITORS' JOURNAL, p. 452) that it was doubtful whether this object was attained in the case of a mortgage by registered charge under the Land Transfer Acts. There was the possibility that under the charge the legal estate might be in the mortgagee. We proposed, therefore, that the mortgage should still be created by sub-demise off the register, and that the mortgagee should protect himself by having a suitable entry made on the register to prevent dealings with the leasehold interest without his knowledge. It being doubtful whether the notice of the sub-term could be entered under section 50 of the Land Transfer Act, 1875, we suggested the registration under section 58 of a restriction against any transfer or charge of the land without the consent of the mortgagee. The Land Transfer Rules of June, 1899, shewed, however, that this doubt as to section 50 was not entertained at the Land Registry Office, and the new rule 166*a* expressly provides for the practice upon entry of notice of a sub-term created by way of security. Assuming, therefore, that the creation of a registered charge is inadvisable, the mortgage would be created by unregistered sub-demise, protected by deposit of the land certificate, and by an entry on the register either of notice of the sub-term under section 50, or of a restriction under section 58. It appeared to us, however, that there might be a difficulty under this practice in getting the purchaser entered upon the register in the event of a sale by the mortgagee under his power of sale; and since, on consideration, the probability of the registered charge being held to pass the legal estate in the original term seemed to be remote, we suggested (43 SOLICITORS' JOURNAL, p. 616) that the better plan was to take a registered charge in the prescribed form, and also to take a mortgage by sub-demise off the register. The mortgagee would thus have all the advantages of registration, while there would be a derivative term which could be dealt with, if desired, off the register.

OUR CORRESPONDENT, to whose letter we have referred above, attaches more weight than we are now disposed to do to the chance of the registered charge passing the legal estate to the mortgagee, and hence he advocates the procedure we originally suggested and endeavours to meet the difficulty as to the registration of the purchaser in the event of a sale by the mortgagee under his power of sale. It is assumed that the mortgage contains a trust of the outstanding days of the original term and a power of attorney enabling the mortgagee to deal with them. Our correspondent suggests that, thus armed, the mortgagee would be able to deal with the original term, and upon a sale would be able to put the purchaser on the register in respect of it. We are not quite clear that this is so. The mortgagor is on the register as proprietor, and the transfer could only be effected by tendering a conveyance of the term executed in his name by the mortgagee under the power of attorney. The power of attorney would

have to be filed (rule 159), so that it must be separate from the mortgage, and the mortgagee would have to surrender the sub-term to the purchaser. Moreover, there might be difficulty in settling a form of transfer upon such a transaction which the registrar would accept. Even if this plan is feasible, it is obviously a good deal more troublesome than a transfer upon a sale under a registered charge. But from the latter part of our correspondent's letter we gather that he does not rely upon getting the purchaser registered as proprietor of the original term, but that he proposes to deal on the register with the mortgage sub-term. Inasmuch as by the schedule to the Land Transfer Act, 1897, terms created for mortgage purposes are expressly excluded from registration, we have assumed hitherto that such a term was incapable of being registered. From what our correspondent states, however, it seems that this is not the case, and that, provided the mortgage contains a declaration of trust as to the outstanding days of the original term, the Land Registry officials regard the derivative term as ceasing upon a sale by the mortgagee to be a mortgage term, and are ready to register it as an independent derivative term without inquiry whether the outstanding days have been got in or no. We are not quite sure that we have correctly apprehended our correspondent's letter in this respect; but if we have, the practice described will tend to encourage taking mortgages by way of sub-demise without any registered charge, but we are afraid that it will produce confusion on the register. The mortgagor will remain registered in respect of the original term, and future dealings will be with the derivative term only. On the other hand, this practice of the Land Registry Office shews that in cases where a registered charge is created it is useless to take a mortgage by sub-demise as well. The sub-lease, as our correspondent points out, not only may, but must be registered upon an assignment, and its object therefore is defeated. Having regard to the complications with which the matter is attended, the only satisfactory course seems to be to obtain an authoritative declaration that a registered charge does not saddle the mortgagee with the liabilities of an assignee of the term, and then to trust to the registered charge alone and discontinue the creation of a separate mortgage by sub-demise.

THE RIGHTS of a father and a mother in respect of the custody of their infant children have not yet been placed on an equal footing, though the Guardianship of Infants Act, 1886 (49 & 50 Vict. c. 27), goes a long way in that direction. That Act has been described as "a mother's Act": *Re A. and B.* (*Infants*), (1897, 1 Ch. 786). There remains a curious difference, however, in the rights of a husband and wife where they have executed a deed of separation containing covenants as to the custody of the children, which so far as we are aware has not been noticed in the text-books. Formerly a covenant by the husband that the wife should have the custody of the children would have been merely void, as the father could not contract himself out of his common law right; but by the Infants' Custody Act, 1873 (36 & 37 Vict. c. 12), it is enacted that no agreement in any separation deed made between the father and mother of an infant shall be held to be invalid by reason only of its providing that the father of such infant shall give up the custody or control thereof to the mother; but the Act contains the following provision—namely, that such agreement shall not be enforced if the court be of opinion that it will not be for the benefit of the infant to give effect thereto. The effect of this enactment is that every covenant by a husband to give the wife the custody of the children, contained in a separation deed executed after the passing of the Act, must be taken to be qualified by inserting the words "subject to the approval of the court": *Besant* v. *Wood* (12 Ch. D. 605). But there is no corresponding statutory protection for the mother where the separation deed provides that the father shall have the custody of the children, and we think that the absence of the power of supervision by the court may in some cases work considerable hardship. In the one case the husband always has the right to go behind the separation deed and to ask the court to reconsider the bargain made without risking any benefit the deed may give him or infringing the covenant against molestation. In the other case the mother is bound by the deed, and where the separation deed provides for the payment to her of an annuity and contains a covenant against molestation, it would be a great risk for her to run to make an application to the court. By the Guardianship of Infants Act, 1886 (49 & 50 Vict. c. 27), it is enacted that the court may, "upon the application of the mother of any infant, . . . make such order as it may think fit regarding the custody of such infant . . . having regard to the welfare of the infant, and the conduct of the parents, and to the wishes as well of the mother as of the father," but the Act contains no provision as regards separation deeds analogous to that in the Act of 1873. It may perhaps be argued that every covenant in a separation deed executed since the Guardianship of Infants Act, 1886, as to the custody of children by the father as well as by the mother is to be read as if it contained a qualification reserving the right of the court to enforce or refuse to enforce the bargain made by making an order under that Act; but in the absence of a judicial decision to this effect, it is impossible to say that this is the law, and the point might well be considered by Parliament in any fresh legislation on the subject.

PROBABLY no one will deny that in populous places near water it is advisable for the public safety that the letting out of pleasure boats should be under proper control, with the view of securing that the boats are suitable for their purpose, and in good condition, and that the men taking charge of such boats are skilled watermen. With this object section 172 of the Public Health Act, 1875, provides that "any urban authority may licence the proprietors of pleasure boats and vessels, and the boatmen or other persons in charge thereof, and may make bye-laws for regulating the numbering and naming of such boats and vessels, and the number of persons to be carried therein, and the mooring places for the same, and for fixing rates of hire and the qualification of such boatmen or other persons in charge, and for securing their good and orderly conduct while in charge." In accordance with this provision, as was supposed, many local authorities have adopted a model bye-law made by the Local Government Board in 1879, to the effect that no boatman shall take charge for hire of a pleasure boat when used for hire unless such boatman be licensed. This bye-law will probably at first sight strike anyone as being framed in accordance with the statute, and certainly if the statute is to have any effect, such a bye-law must be capable of being enforced. Unfortunately, however, the High Court has taken quite a different view of the matter. There is one case reported on the point—*Byrne* v. *Brown* (57 J. P. 741). The report is merely a short note, and no argument or judgment is given. It seems, however, that the court upheld a decision of justices that a bye-law prohibiting the letting out of boats without being duly licensed was *ultra vires*, as section 172 contains no authority to forbid the use of unlicensed boats. Another case on the section, *Boden* v. *Clarke*, has been recently before the court. The appellant had been convicted under a bye-law (framed on the model approved of by the Local Government Board) of having taken charge of a pleasure-boat for hire, neither he nor the proprietor being licensed. In view of *Byrne* v. *Brown*, however, the justices stated a case raising the question whether or not the bye-law was *ultra vires*. The court quashed the conviction, declaring that the word "thereof" in section 172 does not refer to *any* pleasure boats, as contended on behalf of the respondent, but only to the pleasure boats belonging to licensed proprietors; that there was no power to compel proprietors to take out a licence; and that a bye-law dealing with unlicensed boats is *ultra vires*. It is quite clear that if this decision is right section 172 is absolutely useless, and we have an example of a statutory provision, passed with the important object of preserving life, utterly failing to have any effect through some mistake in drafting. It is submitted, however, that the court was not justified in this interpretation of the section, and that, in spite of the somewhat unfortunate form in which it is drawn, it is quite sufficient to support the view of the Local Government Board that it justifies and supports the model bye-law. Anyhow, it is most advisable that either a different and more authoritative decision should be

obtained, or that the Legislature should give the further powers required.

THE TWO JUDGES who composed the Divisional Court which heard the case of *Boden* v. *Clarke* were GRANTHAM, J., and CHANNELL, J. The first-mentioned judge delivered judgment to the effect stated above. The other judge, however, expressed himself as dissatisfied with the decision of his colleague, but declined to give a judgment to the contrary effect, because he would only have to withdraw it again as junior judge. This is surely a very unsatisfactory state of things, and shews the evil of having a court of appeal constituted of only two judges. Here we have two judges considering whether an important section of an Act of Parliament is utterly futile or not. One thinks it is futile, the other differs. But because the former is the senior and there is no other judge to add his voice to that of one or the other, the decision of the senior is to be accepted. That decision, too, is final; there is no appeal from it. Surely it would be only reasonable where a court is composed of two judges and they differ, and there is no appeal, that the case should be argued again before three judges as a matter of course. It would not be advisable that every Divisional Court should consist of at least three judges, because there are not enough judges to do the work as it is. Besides, the cases where the two judges fail to agree and where there is no appeal are probably not numerous. Such cases do occur, however, and must necessarily occur; and there ought to be a definite rule that no decision at all should be recorded under such circumstances until the case has been re-argued before a larger court.

A SOLICITOR'S UNDERTAKING TO STAMP DEEDS.

IT is the settled practice to allow unstamped documents to be put in evidence upon the personal undertaking of the solicitor of the party using such documents to stamp them, and produce them stamped, before the order is drawn up. This rule was recognized and laid down afresh with much emphasis by COZENS-HARDY, J., in the recent case of *Re Coolgardie Gold Fields (Limited)*. Well settled, however, as the practice is, it is quite clear, upon a consideration of the facts of the above case, that the nature and extent of the responsibility assumed by the solicitor who gives such an undertaking are not fully realized by the profession as a whole, and therefore no excuse is needed for dwelling upon it at some little length.

To appreciate the real nature of such an undertaking it is necessary to glance at the origin of the practice, which is rather obscure. It is a curious, and rather remarkable, fact that not one of the many text-books dealing with solicitors even mentions the practice, much less describes its nature or the obligations attaching to it.

The conditions under which unstamped documents may be received in evidence in courts of law were first laid down by the Common Law Procedure Act, 1854, s. 28. That Act provided that it should be the duty of the *officer of the court* to call the attention of the judge to the omission or insufficiency of stamps upon any document, and that such document should not be received in evidence until the stamp duty and penalties prescribed by the Act had been paid to such officer. This provision was substantially reproduced by section 16 of the Stamp Act, 1870, which in its turn was replaced by section 14 of the Stamp Act, 1891, the enactment now in force. Section 14 (so far as material) runs thus: "Upon the production of an instrument chargeable with any duty as evidence in any court of civil judicature in any part of the United Kingdom, or before any arbitrator or referee, notice shall be taken by the judge, arbitrator, or referee of any omission or insufficiency of stamp thereon. . . ." The rest of the section substantially reproduces the older enactments. It will be observed that now it is the duty of the judge, and not of the officer of the court, to take notice of the omission or insufficiency of stamps on documents, and that in strictness such documents must not be received in evidence until both duty and penalties have been in fact paid.

It is obvious that the interruption caused by the assessment and payment of the duty and penalties, and by the stamping of the documents, might often seriously hamper and delay judicial proceedings. We find, accordingly, that at a very early date the court countenanced a relaxation of the statutory rule so far as to allow the documents to be put in evidence, and the case to proceed, upon the undertaking of the solicitor to stamp them. In *Jennings* v. *Christopher* (1854) a solicitor having tendered the money to the registrar, the registrar protested. Thereupon the judge said that there was no "officer of the court" within section 28 of the Common Law Procedure Act, 1854, whose duty it was to read the deeds. However, upon the solicitor's undertaking the cause was allowed to proceed, and a note was made in the registrar's book: "See that memorandum is stamped before drawing up of decree"; and subsequently, "N.B.—Stamped." From that time forward the practice seems to have been considered settled.

Now, it cannot be too clearly understood that such an undertaking by a solicitor is a *personal* undertaking, and not an undertaking of the parties. To accept such an undertaking at all is a relaxation of the strict statutory rule, and, as is pointed out in *Re Ward* (31 Beav. 1), it is only accepted because the solicitor is an officer of the court, which fact ensures the court being able easily to enforce it. That the reliance of the court upon its officers is not misplaced, the very absence of any case in the reports relating to the subject is conclusive If the contention of the solicitors in *Re Coolgardie Goldfields* had been allowed to prevail—namely, that their undertaking was intended to be not personal, but on behalf of their clients—the foundation upon which the present practice is based, and can alone be justified, would have been seriously impaired.

Indeed, the evils of such a course are patent from the very facts of that case. A motion for the rectification of the register of the Coolgardie Goldfields Co. was in course of being heard, and the solicitor for the company, wishing to put in evidence certain unstamped documents, gave, through counsel, the "usual" undertaking, upon which the documents were used in evidence. The stamps and penalties together amounted to over £500. The applicants succeeded, and the company went into liquidation. The solicitor applied, without success, to be relieved of his undertaking, on the ground that he never intended to give a personal undertaking, but only an undertaking on behalf of the company (see W. N. (1899) 128). If this application had succeeded, the revenue, for whose protection the statutory provision as to stamping deeds is enacted, would have been a serious loser. The solicitor would have escaped responsibility, and it would have fallen upon his client, who turned out to be insolvent. Indeed, as was pointed out by COZENS-HARDY, J., the judge only accepts the undertaking because that is the most convenient and sure way of securing the payment of the duty and penalties, and therefore he has no power to release the solicitor from his undertaking. That is a point for the revenue authorities or the Treasury. But, apart from possible loss of revenue, the successful parties in the *Coolgardie case* were very seriously prejudiced by the failure to carry out the undertaking, since they could not get the order drawn up without producing the deeds duly stamped. It was six months after the hearing before they could reap the fruits of their judgment, and then only by getting a special order made on motion, at considerable expense.

It is impossible, however, to withhold some measure of sympathy from the solicitors in this particular case, although their loss has arisen from neglect of the well-settled practice on this point. There is no doubt that in the particular case it was never intended to give a personal undertaking, but only an undertaking on behalf of the company. Indeed, the undertaking appears to have been given by counsel in that form, or in some indefinite form, not strictly personal; but, of course, it was only accepted by the court as the solicitors' personal undertaking.

The lesson to be learnt from this case is obvious. Remembering that the undertaking is *never* accepted by the court except as his personal undertaking, a solicitor ought never to instruct a counsel to give an undertaking *in any other form*. If he does, there is always a possibility that counsel, assuming that the solicitor knows the settled practice, may give the undertaking

in some indefinite form, which will, of course, bind the solicitor personally if accepted by the court. It is true that it is perhaps the duty of counsel not to accept from a solicitor anything except a clear personal undertaking. If it is qualified in any way, counsel should, we think, point out that the undertaking must be personal, and, if accepted by the court, is always accepted as such. For there must occasionally be cases in which young solicitors may not realize the responsibility they are assuming, or old and experienced solicitors may momentarily forget it, and they should be warned by counsel.

In the *Coolgardie case* counsel appears to have given the undertaking in general terms, such as "Of course the usual undertaking will be given," though the solicitors' instructions, which, however, were a little ambiguous, certainly did not amount to a clear personal undertaking. In fact there was evidently one of those mistakes which will arise occasionally in the delicate relations existing between solicitor and counsel. In this instance the main cause of the mistake was no doubt the, as we think, justifiable assumption on the part of counsel that the solicitors were fully cognizant of a well-settled rule of practice, and therefore understood that they themselves would be primarily responsible.

It must also be remembered that a solicitor has a right of indemnity from his client upon being forced to pay upon such an undertaking, and will, therefore, often be in a position to protect himself.

Another point to remember in this connection is that, when one partner in a firm gives such an undertaking, it becomes an undertaking personal to the *firm* and not merely personal to the *individual* partner. This is the general rule with regard to all solicitors' undertakings (*Re Woodfin* v. *Taylor*, 30 W. R. 422), and the undertaking to stamp deeds is no exception (*per* COZENS-HARDY, J., in the *Coolgardie case*).

In conclusion, it should be noticed that this rule does not apply to criminal proceedings, since by section 27 of 17 & 18 Vict. c. 83 documents are to be admitted without stamps in all criminal proceedings.

COMPULSORY PURCHASE OF PART OF PREMISES.

OF the provisions in favour of landowners which were introduced in the Lands Clauses Act, 1845, none is more apparently fair than that of section 92, under which a public company are forbidden to take a part of a man's house and leave the remainder on his hands. "No party," so runs the section, "shall at any time be required to sell and convey to the promoters of the undertaking a part only of any house, or other building or manufactory, if such party be willing and able to sell and convey the whole thereof." For the effect to be given to the three terms here used—"house," "building," and "manufactory"—reference may be made to *Richards* v. *Swansea Improvement Co.* (9 Ch. D. 425). For the present purpose it is sufficient to notice the provision in so far only as it relates to houses. If the word is taken literally, it is, of course, obvious that the section is essential for the protection of property-owners. A company could not be allowed to cut through a dwelling-house and leave a mutilated fragment for the occupier's use. But it was very soon seen to be impossible to confine the benefit of the section to the actual building itself, though when once it had been extended further it was not easy to see where the limit was to be placed. In this state of affairs the courts were inclined to adopt the principle that everything which was necessary for the use and enjoyment of the house was to be deemed for the purpose of the section to be part of the house; or, if this went too far (see *Kerford* v. *Seacombe, &c., Railway Co.*, 36 W. R. 431), that at any rate under "part of a house" was to be included whatever would pass without special mention on a conveyance or devise of the house. In practice this rule has been found burdensome to public companies, and it has probably gone beyond what was really required for the protection of landowners, but, as the decision of the Court of Appeal this week in *Low* v. *Staines Reservoir Joint Committee* (*Times*, Feb. 8) shews, the cases upon which it is based are of too respectable an antiquity for them to be attacked.

The view that by the word "house" the Legislature intended to denote only the actual edifice or structure was pressed upon the Court of Appeal in 1857 in *Grosvenor* v. *Hampstead Junction Railway Co.* (1 De G. & J. 446), but was rejected as inadmissible, and in the absence of any other indication as to its meaning it was held that it must be taken in its ordinary legal sense. "I know of no means," said TURNER, L.J., "by which we can interpret the word 'house' in this section, except by a reference to the legal construction put upon that word in other instruments. I take, therefore, the question to be, what would pass under a conveyance of the house?" Within a few years there were numerous decisions in which this principle was adopted: see, for example, *Hewson* v. *London and South-Western Railway Co.* (8 W. R. 467), *King* v. *Wycombe Railway Co.* (29 L. J. Ch. 462), *St. Thomas's Hospital* v. *Charing Cross Railway Co.* (1 Johns. & H. 400). The effect was to refer the courts back to the old authorities as to the meaning to be ascribed to "house" in a conveyance, and of these there was no lack. "House," says Lord COKE, "containeth the buildings, curtilage, orchard, and garden" (Co. Lit. 56*b*); and "by the grant of a messuage or house the orchard, garden, and curtilage do pass" (*ibid.* 5*b*). The matter is stated more at length in the Touchstone, where it is said: "By the grant of a messuage, or a messuage with the appurtenances, doth pass no more than the dwelling-house, barn, dove-house, and buildings adjoining, orchard, garden, and curtilage. . . . And so much also may pass by the grant of a house" (Shep. Touchst., p. 94). And Serjeant Williams in his notes to *Smith* v. *Martin* (Wm. Saund. ed. 1871, p. 808), after referring to some earlier conflicting views, says that "the best opinion seems to be agreeable to what is said by Lord COKE and Lord HALE, that the garden is parcel of the house, and shall pass by a grant or devise of the house."

In numerous cases accordingly it has been held that the garden of a house is part of the house for the purpose of section 92 (*e.g.*, *Hewson* v. *London and South-Western Railway Co.* (*supra*), *St. Thomas's Hospital* v. *Charing Cross Railway Co.* (*supra*)); and in *Barnes* v. *Southsea Railway Co.* (27 Ch. D. 536) the same principle was extended to a paddock about half an acre in extent, situated behind the garden, the road which gave access to the back of the house running through both the paddock and the garden. The whole premises, said BACON, V.C., formed an entire, complete thing, and he declined to allow the company to take a piece of ground at the end of the paddock without at the same time taking the rest of the property. The present case of *Low* v. *Staines Reservoir Joint Committee* (*supra*) was of a similar nature. The property in question comprised rather more than two acres, and consisted, in addition to the house, of a garden and a paddock of more than one acre. There was no separate access to the paddock, and by the yearly tenant of the premises, who carried on the business of a poulterer and greengrocer, it was used for keeping fowls and growing fruit. The Court of Appeal doubted whether, had the matter been *res integra*, they would have admitted the rule of construction which was laid down forty years ago, but the rule was too well settled to be disturbed. The question was whether a grant of the house would include the paddock, and upon the circumstances the court were clearly of opinion that it would. The defendants, therefore, were not at liberty to take a part of the paddock separately.

But while the interpretation of the word "house" in section 92 in accordance with its legal signification has resulted in the courts giving a considerable extension of the benefit of the section in favour of landowners, there are, on the other hand, numerous cases which shew that the section does not apply where land is held with the house rather for the personal convenience of the resident than for the convenient occupation of the house as a house, or where the land is too distinct to be fairly considered as part of the house. The question, what will pass by the term "house," depends upon what is necessary for the convenient use and occupation of the house by whoever may chance to occupy it, not upon what is necessary for the personal convenience and enjoyment of a particular tenant: *Steele* v. *Midland Railway Co.* (L. R. 1 Ch. 275). In the case just mentioned the owner and occupier of a house and six acres of meadow land on one side of a road found the land too small for the numerous horses and cows which he kept, and he took in addition six and a-quarter acres at some little distance off on the other side

of the road. It was held that this latter ground was held only for his personal convenience, and was not part of the house. "It is impossible," said TURNER, L.J., "to hold that the law is in this position, that what shall pass by the description of a house shall depend upon the personal wants of the owner or occupier of the house." So also additional land which forms no part of the curtilage or garden, but is held for pleasure merely, is not part of the house: *Fergusson* v. *London, Brighton, and South Coast Railway Co.* (11 W. R. 1088, 33 Beav. 103), *Pulling* v. *London, Chatham, and Dover Railway Co.* (33 Beav. 644, 3 D. J. & S. 661).

The section was held to be inapplicable also in *Kerford* v. *Seacombe, &c., Railway Co.* (36 W. R. 431). The plaintiff being the owner of land on one side of a road built for himself a dwelling-house on it. Subsequently he bought land on the other side of the road, fronting the road and opposite his house. He built stables, and coachhouse, and greenhouses on part, and laid out the rest as a garden, occupying the whole as part of his residence. KEKEWICH, J., held that these additional buildings and land would not pass on a conveyance or devise of the house, and hence, according to the accepted test, they were no part of the house within section 92. In the recent case of *Allhusen* v. *Ealing, &c., Railway Co.* (46 W. R. 483) the owners of an estate which included a mansion-house and grounds, and a private road forming the approach thereto, in 1890 conveyed to the plaintiffs the mansion-house and grounds and the site of the private road, reserving to themselves a right of way. Subsequently a railway company served notice to treat for a portion of the private road. It was held that this portion did not form part of the house within section 92 so as to entitle the plaintiff to require the company to take the whole house and grounds. The land, said LINDLEY, L.J., did not fairly come within the description of "part of any house," extensively as that description had been construed by some of the decisions.

The burden which section 92 imposes upon public companies is now, as is well known, frequently avoided by the insertion in the special Act of a clause exempting the company from liability to take the whole of premises in cases where, in the opinion of the arbitrators or jury who have to assess the compensation, the part required to be taken can be severed from the rest of the property "without material detriment thereto." When this is the case the arbitrators or jury have to decide in the first instance upon the fact of "material detriment" (*Morrison* v. *Great Eastern Railway Co.*, 53 L. T. 384), and in doing so they may apparently take into consideration any accommodation works which the company either offer or are bound to provide: see *Re Gonty and Manchester, Sheffield, and Lincolnshire Railway Co.* (45 W. R. 83; 1896, 2 Q. B. 439), *Caledonian Railway Co.* v. *Turcan* (1898, A. C. 256).

REVIEWS.

THE LONDON GOVERNMENT ACT, 1899.

THE LONDON GOVERNMENT ACT, 1899: AND THE VARIOUS STATUTES INCORPORATED WITH IT OR SPECIALLY REFERRED TO THEREIN. WITH NOTES AND INDEX. By ALEXANDER MACMORRAN, Q.C., and S. G. LUSHINGTON and E. J. NALDRETT, Barristers-at-Law. Shaw & Sons; Butterworth & Co.

This book is not so complete as some of the other editions of the London Government Act which have been noticed in these columns. The authors have, no doubt, reserved the full consideration of the difficulties of the Act for the larger work which the preface foreshadows, a work dealing with the whole of the statutes relating to the local government of London. Meanwhile they have issued a book in which the text of the Act and of some of the incorporated enactments are set out with somewhat scanty notes. These notes are useful so far as they go, but in some cases the views expressed appear open to question—for instance, the Act enables schemes to be made for making such alterations in the School Board electoral divisions as may be rendered necessary by any alteration in the area of the county of London: the authors express the opinion that by this clause it is "obviously intended that the electoral divisions for School Board elections shall be coterminous with the boroughs." This can hardly be so, because the power to alter the electoral divisions is confined to cases where that is rendered necessary by an alteration in the area of the county—in other words, where the county is diminished or added to, the School Board divisions must be altered to correspond. This is very different from saying that the eleven existing School Board divisions are to be converted into twenty-eight divisions coterminous with the boroughs—a very sweeping change. What is wanted in a book of this kind (intended to give assistance in the re-arrangement of London local areas which is now going on) is full information as to the existing areas which are or may be affected; in this the book is deficient. The printing and get-up is unexceptionable, and the index is adequate.

CRIMINAL LAW.

THE STUDENTS' CRIMINAL AND MAGISTERIAL LAW. WRITTEN SPECIALLY FOR CANDIDATES FOR THE FINAL AND HONOURS EXAMINATIONS OF THE LAW SOCIETY. By ALBERT GIBSON and ARTHUR WELDON, Solicitors. THIRD EDITION. The *Law Notes* Publishing Offices.

This is a book written for the use of candidates for examination. As a general rule such books are best left alone, but we are bound to say that the experienced "coaches" who have compiled this work have given students a safe and sound bridge over one of the rivers of difficulty which have to be crossed before the articled clerk can be admitted to the roll of solicitors. In former editions the various crimes were arranged alphabetically, which was by no means a satisfactory plan, as under it kindred offences were often widely separated. The new arrangement, by which offences are grouped together according to their nature, greatly increases the value of the book. We do not, however, at all like the division of all crimes into "Public Crimes" and "Private Crimes." There is no such thing as a private crime. Every indictment alleges that the crime was committed "against the peace of our Lady the Queen, her Crown and Dignity," and every crime is an offence against the community. The line between the two divisions, moreover, is drawn in a somewhat arbitrary manner, and it is impossible to follow the authors' reasons for their classification in many cases. None the less the matter of the book seems accurate and reliable, and it is brought well up to date. It may safely be put in the hands of students who desire to pass their examinations without an unnecessary amount of reading.

COPYRIGHT IN DESIGNS.

THE LAW OF COPYRIGHT IN DESIGNS: WITH THE STATUTES, RULES, FORMS, AND INTERNATIONAL CONVENTION. By HARRY KNOX, B.A. (Oxon.), Barrister-at-Law, and JESSE W. HIND, M.A. (Oxon.), Solicitor. Reeves & Turner.

This is a clearly-written and well-printed treatise on a rather small branch of law, which is well worthy of more attention than has usually been paid to it, having regard to its great importance to the commercial community, especially to the textile industries. The book contains all that could reasonably be expected to be found in it, and the method of arrangement and explanation is quite satisfactory. The authors do not shrink from expressing their views on most points—*e.g.*, as to the possibility of bringing an infringement action in the county court. Whether the view they take as to this point is correct we take leave to doubt, and we rather think they have gone too far in assuming that the decision as to patents (*Reg.* v. *County Court Judge of Halifax*, 1891, 1 Q. B. 793, 2 *ib.*, 263) is applicable to registered designs. The registrar's certificate of registration contains nothing equivalent to the words of a patent grant, "We, of our especial grace, certain knowledge and mere motion, do" grant &c. Again, the definition of "the court" as the High Court has surely no application except where the phrase "the court" is used, which is not the case as to either section 58 or section 59. However, the High Court is no doubt the preferable tribunal, even if the county court be available. Passing from this point, we may fairly say that the subject of the work itself, the authors and the printers have alike contributed to make the book attractive.

BOOKS RECEIVED.

The Annual Digest of all the Reported Decisions of the Superior Courts, including a Selection from the Irish. With a Collection of Cases Followed, Distinguished, Explained, Commented on, Overruled, or Questioned; and References to the Statutes passed during the year 1899. By JOHN MEWS, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

A Table shewing Conditions of Appeal from the Colonies and Possessions, as well as from the Foreign Jurisdictions of the Crown: being an Appendix to the Volume (founded on Macpherson's Practice of the Judicial Committee of the Privy Council), now in the Press, entitled "Privy Council Practice." By FRANK SAFFORD, Recorder of Canterbury, and GEORGE WHEELER, of the Judicial Department of the Privy Council, Barristers-at-Law.

CORRESPONDENCE.

THE MEETING OF THE INCORPORATED LAW SOCIETY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—May I correct an error in your report of the meeting held on the 26th ult., appearing in your esteemed journal of the 3rd inst. The amount of the mortgage to which I referred was £600, of which £100, and not £500, as stated, was paid off; and I remarked that if in the case of an ordinay mortgage deed a receipt for this sum had been indorsed thereon, a fee of one guinea to the mortgagee's solicitors, and a similar fee to the mortagor's solicitors, would in my opinion have been sufficient to meet the requirements of the case, whereas, the charge being on the register, the costs incurred came to a much larger sum, including fees paid amounting nearly to fifteen shillings.

May I take this opportunity of adding that I think our thanks are due to the Council for the extremely gratifying way in which they one and all appeared to shew their desire to assist the profession by every means in their power in furthering its welfare.

It must have come as a surprise to a large number of the members present to learn how much labour and care is bestowed on the important matters coming within the scope of their duties; and instead of carping criticisms, I think we owe them a debt of gratitude, which some members are at times unwilling to recognize.

So long as we can secure the services, ungrudgingly rendered, of such men as to-day form the Council of our society, we may rest assured that the best and highest interests of the profession will be properly and thoroughly safeguarded.

London, Feb. 6. T. ROTHWELL HASLAM.

[*To the Editor of the Solicitors' Journal.*]

Sir,—At the meeting of the Law Society last week, the president condemned the Land Transfer Act in severe terms, saying that the statute was injurious to every holder of land in the country. Upon this I asked why, if the Act is such a bad one, did the Council not oppose it originally, and I received the reply, "We did to the best of our power." Can the president's answer be accepted when it is remembered that the Act was passed at the fag-end of the Session of 1897, when the most ordinary opposition would have wrecked it, and when it is borne in mind that the society made no effort whatever to have the Committee of 1895 reappointed, notwithstanding the fact that there was, and is now, upon the records of the House a report of a Committee which condemns the principle of the measure?

Moreover, as you suggest in your issue of to-day, the present attitude of some members of the Council must cause the gravest distrust amongst the profession, inasmuch as we were told by one of that body that the opposition to the Bill for the acquisition of sites for Land Registry purposes is doomed to failure.

The profession may well despair of its leaders if it is to be informed at the outset of a crisis that "the society will fail in its efforts." A fine spirit, truly, but having regard to the conduct of the Council in the past with reference to this subject, it is not to be wondered at that they are still imbued with the fatal spirit of compromise, and that the dread of opposing those in high places is ever present to their minds. One could wish that, instead of "sagging with doubt and shaking with fear," the Council would "screw their courage to the sticking-place" and shew that they, as representing the profession, have some power in the land and mean to use it.

J. ROWLAND HOPWOOD.

13, South-square, Gray's-inn, Feb. 3.

[*To the Editor of the Solicitors' Journal.*]

Sir,—As you have mentioned the names of members of the Council present at the recent special general meeting, kindly add mine.

64, Lincoln's-inn-fields, Feb. 3. R. PENNINGTON.

[We owe Mr. Pennington many apologies, and cannot understand the omission of his name from the report, unless it is that, as he is never by any chance absent from any meeting, our reporter thought it would be necessarily assumed that he was present.—ED. *S. J.*].

REGISTRATION OF LEASEHOLD LAND.

[*To the Editor of the Solicitors' Journal.*]

Sir,—There are two points upon the question of registration of leasehold land, touched upon in several most useful articles in last year's volume of your journal, to which I should like to refer.

The first point is as to the advisability of making use of the registered charges provided for by the Land Transfer Acts in preparing mortgages of registered land.

You suggest in your note under the heading "Current Topics," in your issue of the 8th of July last, that it is desirable to take a registered charge coupled with a mortgage by sub-demise off the register.

With all deference to the opinion you have expressed, I would, however, suggest that a mortgage by sub-demise, containing a declaration of trust in favour of the mortgagee in respect of the outstanding days, coupled with an irrevocable power of attorney in favour of the mortgagee for the purpose of enabling him to get in such outstanding days, would, if protected by the deposit of the land certificate and by the entry on the register of a restriction under section 58 of the Act of 1875, meet all possible requirements of the case, and, seeing that the mortgagee would be in a position to pass the whole of the term granted by the lease, would enable him, upon an exercise of his power of sale, to enter the purchaser on the register as the registered proprietor of the original term.

I suggest that this would be preferable to taking a registered charge and also a mortgage by sub-demise, on the ground that it is less cumbersome, and also on the ground that there has been no authoritative declaration that a mortgagee of leaseholds under a registered charge does not become the legal assignee of the term so as to be liable on the covenants of the lease, and without some authoritative declaration there must at all events be some doubt as to the operation of a registered charge. Such, at least, seems to have been the opinion of the writer of the article in your issue of the 6th of May last.

The other point I wish to refer to is as to the position of a purchaser of a derivative term where the mortgage creating the derivative term contains a declaration of trust of the outstanding days in favour of the mortgagee. The practice adopted by the Land Registry in cases where the mortgage contains such a declaration is to register an assignment of the derivative term without stopping to inquire whether the outstanding days have been got in or not. This I can assert from experience.

Such being the case, it appears to me that it becomes compulsory to register assignments of derivative terms where there is such a declaration of trust as above-mentioned.

Rule 59 of the Land Transfer Rules states that "an assignment on sale of a lease . . . executed after the date specified in the order and *capable of registration*, shall operate only as an agreement, and shall not pass any legal estate to the assignee . . . until he is registered as proprietor of the lease."

An assignment of a derivative term containing a declaration of trust of the excepted days is a document "capable of registration," and rule 60 of the Land Transfer Rules of June, 1899, defines an "assignment" as "any instrument by virtue whereof there is conferred or completed a title under which an application for registration as first proprietor of leasehold land may be made."

An application for registration as first proprietor *may*, as I have stated above, be made if there is a declaration of trust of the excepted days in the mortgage creating the sub-demise. Consequently, it appears to me that assignments of derivative terms *must* be registered in all cases except where there is no declaration of trust of the outstanding days; and as by far the majority of mortgages by sub-demise now executed contain such a declaration, it would seem, if my argument is right, that assignments of derivative terms will almost invariably have to be registered.

In a case recently under my notice it has been argued that the registration of an assignment of a derivative term where the declaration of trust is inserted is optional, and some countenance is given to this view by the officials at the Land Registry, but if the wording of the rules is carefully studied, I think it will become quite clear that this is an erroneous view. E. S. W.

39, Eastcheap, London, Feb. 2.

THE LAND TRANSFER ACT, 1897.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In illustration of Mr. Rubinstein's remarks at the Law Society's meeting touching the expense and annoyance caused in the working of this Act, I may give the following instance.

A client of mine, before the era of compulsion, bought for £1,300 the copyhold property upon which he carries on his business.

It is in a part of the county of London now subject to the compulsory clause of the Act.

Lately he arranged to enfranchise the property in consideration of £27 payable to the lord, and, after erecting new buildings, to borrow from a building society £1,400 upon mortgage of the freehold.

My charges as to the enfranchisement deed were £3 3s., including negotiation, but I found that the additional expense entailed by the Act was £4 1s., made up as follows:—

Land Transfer Office fee, calculated *not upon the* £27 *consideration, but upon* £1,327	£4	1	0
Solicitor's fee allowed by the rules	2	2	0
	£6	3	0

Nor was this all. The cost of the mortgage (exclusive of stamps) was, according to the scale of the building society, £7 17s. 6d., but the placing of the property on the register would entail the following additional expense:—

Land Transfer Office fee on £1,400	£4	4	0
Solicitor's fee...	2	2	0
	£6	6	0

This shews a total additional expenditure of £12 9s. attributable solely to the Act.

Moreover, the expenditure is productive of absolutely no advantage. The enfranchisement deed is self-contained, and is a simpler document and but a few words longer than the form of certificate of possessory title. The title of the lord of the manor being well known, an enfranchisement by him, however recent, is readily accepted as a root of title, while a certificate of possessory title is not so accepted. A possible saving of expense forty years' hence, when the possessory title has grown into an absolute one, does not appeal to my client. Even if he should want to sell at that remote time, he thinks the £12 9s., used in his business in the meantime, would grow into a much larger sum than he would save on such sale by having registered his land.

Eventually my client refused to register the property, and (the building society assenting) the sale and mortgage were completed without registration.

A SOLICITOR.

Feb. 8.

CASES OF THE WEEK.

Court of Appeal.

SOUTH AFRICAN BREWERIES (LIM.) v. KING. No. 2. 2nd Feb.

CONFLICT OF LAWS—ENGLISH LAW AND LAW OF SOUTH AFRICAN REPUBLIC—CONTRACT—LOCUS SOLUTIONIS.

This was an appeal from a decision of Kekewich, J. (47 W. R. 681), to the effect that a contract made in Johannesburg between a company registered in England and an Englishman resident in Johannesburg, and intended to be performed exclusively at Johannesburg, was governed by the law of the South African Republic. By an agreement in writing made on the 14th of October, 1892, between the Natal Breweries Syndicate (registered in England mainly for the purpose of carrying on the business of brewers in various parts of South Africa) and the defendant, and executed in England, the defendant agreed to serve the syndicate as a brewer at Johannesburg till the 6th of November, 1894, at a salary of £300 a year. The defendant further undertook by the said agreement not to engage in any brewing business in South Africa for a period of five years from the determination of his engagement. In November, 1892, the undertaking of the syndicate (including the benefit of the said agreement) was transferred to the South African United Breweries (a company registered in England). After the 6th of November, 1894, the defendant continued in the service of the said company on terms generally similar to those of his former employment. By an agreement in writing made at Johannesburg on the 11th of April, 1895, between the said company and the defendant (hereinafter referred to as the "second agreement") the defendant agreed to serve the said company (subject to certain rights of dismissal on their part) for a term of five years from the 1st of October, 1894, as brewer at Johannesburg, for a monthly salary of £54 3s. 4d. By clause 8 of the second agreement the defendant bound himself not to engage in any brewing business in South Africa for ten years after the determination of his employment under the second agreement except with the consent in writing of the board of directors in London. In May, 1895, the said company was reconstructed, and the whole of its undertaking (including the benefit of the second agreement) was transferred to the plaintiff company (whose registered office was also in England). By a memorandum indorsed upon the second agreement and dated the 12th of July, 1895, the defendant formally agreed to serve the plaintiff company upon the terms in all respects of the second agreement. On the 3rd of September, 1895, the plaintiff company duly determined the employment of the defendant under the second agreement and under the said memorandum. The defendant having subsequently proposed, in breach of clause 8 of the second agreement, to manage a brewery at Durban, the plaintiff company issued a writ (the defendant being at the time in England) asking the court to restrain the defendant from the contemplated breach of his undertaking. The defendant having pleaded that the second agreement and the memorandum of the 12th of July, 1895, were executed in the Transvaal, and that all duties under them were to be performed exclusively in that country, and having submitted that the second agreement and the said memorandum were accordingly governed by the law of the South African Republic, a declaration to that effect was made by the court on the trial of the action, and the further hearing was postponed in order that the law of the South African Republic might be ascertained. It appeared from the evidence that the defendant was advised at the time of his signing the second agreement that the stipulation in clause 8 was invalid by the law of the South African Republic, and that he was so informed by the plaintiff company's agent. The plaintiff company now appealed from the decision; and it was argued on their behalf, on the authority of *Hamlyn* v. *Talisker Distillery* (1894, A. C. 202), that the contract was governed by English law, because (1) the form of the second agreement was English; (2) although the *locus contractus* of the second agreement was at Johannesburg, yet the agreement was made in continuation of the agreement of the 14th of October, 1892, the *locus contractus* of which was in England; (3) it could not be supposed that the parties deliberately entered into a contract which they knew would be invalid. Hence it must be inferred that they never intended the agreement to be governed by Transvaal law.

THE COURT (LINDLEY, M.R., VAUGHAN WILLIAMS and ROMER, L.JJ.) dismissed the appeal.

LINDLEY, M.R.—In my opinion the judgment of the court below is unquestionably right. Whatever be the law of the South African Republic, I am clear that the agreement of the 11th of April, 1895, is governed by it. That agreement was to be carried out exclusively at Johannesburg except so far, perhaps, as it might be temporarily necessary, owing to some pressing business, to dispatch the defendant to some other country. The defendant contracted to act as the company's representative at Johannesburg, and his contract is accordingly governed by the law of that country. The appeal must be dismissed with costs.

VAUGHAN WILLIAMS and ROMER, L.JJ., concurred.—COUNSEL, *Warrington*, Q.C., and *Younger*, Q.C.; *Buckmaster*. SOLICITORS, *Loughborough, Gedge, Nisbet, & Drew*; *H. G. Campion*.

[Reported by J. E. MORRIS, Barrister-at-Law.]

***Re* GENERAL RAILWAY SYNDICATE; WHITELEY'S CASE.** No. 2. 3rd Feb.

COMPANY—WINDING UP—CONTRIBUTORY—ACTION FOR PAYMENT OF CALLS—SUMMONS FOR LEAVE TO ENTER FINAL JUDGMENT—AFFIDAVIT—COUNTERCLAIM—PROCEEDINGS TAKEN BEFORE COMMENCEMENT OF WINDING UP.

This was an appeal from a decision of Wright, J. (reported 1899, 1 Ch. 770). The question involved was whether a shareholder was too late for relief who had, before the commencement of winding-up proceedings, filed an affidavit in opposition to an application for final judgment under order 14 in an action by the company for calls, setting up misrepresentation as a defence, and stating his intention to counterclaim for rescission on that ground. He had obtained leave to defend on this affidavit, but had not delivered his counterclaim before the presentation of the winding-up petition. The facts were as follow: On the 15th of June, 1896, 5,000 shares of the above-named company were allotted to W. H. Whiteley. On the 22nd of December, 1897, a call of 5s. per share was made. On the 27th of June, 1898, the company commenced an action against Whiteley for the amount due on his shares, and applied by summons for leave to enter final judgment under order 14. On the 15th of July, 1898, Whiteley filed an affidavit setting up misrepresentation as a ground of defence, and stating that he intended to counterclaim for rescission. On the 20th of July, 1898, unconditional leave to defend was given to Whiteley. On the 22nd of July a petition was presented asking that the company might be wound up by the court. On the 2nd of August Whiteley put in a defence to the action, and also delivered a counterclaim for rescission on the ground of misrepresentation. On the 3rd of August a compulsory winding-up order was made on the petition. The liquidator settled Whiteley on the list of contributories in respect of the 5,000 shares. A summons was issued to vary the list by striking off Whiteley's name, with leave to raise the question whether it was too late for Whiteley to set up a case of misrepresentation against the company. Wright, J., held that Whiteley had not commenced proceedings to set aside the contract to take shares before the petition was filed, and was consequently too late for relief. Whiteley appealed.

THE COURT (LINDLEY, M.R., VAUGHAN WILLIAMS and ROMER, L.JJ.) allowed the appeal.

LINDLEY, M.R.—The court has to consider what is the effect of the practice introduced by the Judicature Act upon the rule laid down before the passing of that Act in *Re The Scottish Petroleum Co* (31 W. R. 846, 23 Ch. D. 413), that a shareholder must take proceedings before the commencement of the winding up to have his name removed from the register. No one quarrels with that rule; but it is difficult for judges to frame language adapted for all possible cases, and the real question is whether what has been done here by the applicant is not equivalent to taking proceedings for the removal of his name from the register. In my opinion it is. Before the winding up the company, in an action against the applicant for calls, took out a summons under order 14 for leave to sign final judgment. What is the effect of that? The applicant has two courses open to him. He might commence a cross-action for rescission, or put in a counterclaim. The latter course would not have been open to him under the old practice, and though he might still have commenced a cross-action, that would, I think, have been rather a vexatious proceeding. He took the alternative course and applied for leave to defend. Leave to defend was given to him on an affidavit, which really raises no other defence than that he has a right to rescission and intends to counterclaim. It is true that a winding-up petition was presented before he delivered his counterclaim, but he had got leave to defend. It appears to me that by doing that he had done all that could reasonably be expected in the way of commencing legal proceedings to establish his right to repudiate his shares. The authorities do not require more than this. I do not say whether the decision in *Re Cleveland Iron Co.* (16 W. R. 95) went too far or not. But we are asked to extend the principle of that decision, which was under the old practice, to what was done here under the new

practice, which is quite different. I think that would be wholly unjustifiable. The appeal must be allowed.

VAUGHAN WILLIAMS and ROMER, L.JJ., concurred.—COUNSEL, *Upjohn*, Q.C., and *W. Whateley*; *Hon. E. C. Macnaghten*, Q.C., and *Peterson*. SOLICITORS, *Ward, Perks, & McKay*; *Hays, Schmettau, & Dunn*.

[Reported by J. I. STIRLING Barrister-at-Law.]

High Court—Chancery Division.

WHITTINGTON *v.* **SEALE-HAYNE.** Farwell, J. 6th Feb.

LEASE—MISREPRESENTATION—RESCISSION—AMOUNT RECOVERABLE.

This was an action for the rescission of a lease brought by the lessees on the ground of misrepresentation by the lessor's agent. The lessees had gone into possession of Whitton Manor House, near Hounslow, under an agreement by the defendant to grant a lease to them for twenty-one years, determinable at the expiration of seven or fourteen years, at an annual rent of £80 for the first seven years. A few months afterwards the lessees executed the lease by which they covenanted to "execute all such works as are or may under or in pursuance of any Act or Acts of Parliament passed or hereafter to be passed be directed or required by any local or public authority to be executed at any time during the said term upon or in respect of the said premises whether by the landlord or tenant thereof." The plaintiffs alleged that although the agents of the defendant had assured them that the premises were in a proper sanitary condition it had subsequently turned out that the water supply was poisoned by defective drainage, and in consequence the wife of the manager of the plaintiffs' poultry-rearing business had become seriously ill and their stock was damaged to the extent of £1,600. In October, 1898, the local authority declared the house unfit for human habitation, and required it to be put in order. The plaintiffs consequently brought this action claiming rescission of the lease, damages, and an indemnity against all costs and charges incurred by them in respect of the matters alleged in the statement of claim, and alternatively the performance by the defendant of a collateral agreement to guarantee the sanitary state of the premises alleged to have been given by his agents on his behalf. The defendant admitted the insanitary state of the house, but denied that he or his agents gave any warranty. It was admitted in argument on behalf of the plaintiffs that no fraud on the part of the defendant or his agents could be shewn. On behalf of the defendant it was contended that he was not liable to give an indemnity for anything but what was actually required to be done under the contract, and there was no obligation to replace the plaintiffs' stock.

FARWELL, J.—This case raises a point of some nicety and difficulty. Assuming for the purposes of this case that the misrepresentation was made, the question arises to what extent the plaintiffs ought to be restored to the *status quo ante*. The defendant admits that he is bound, so far as liabilities incurred and payments made under the contract are concerned, but the plaintiffs claim that the consequences of the misrepresentation must be made good by the defendant. In this case I think the defendant's view is the correct one. The matter has been left somewhat at large by the authorities, but it seems clear that what I have decide is whether the plaintiffs are entitled to damages for an innocent misrepresentation. Now, Lord Herschell in *Derry* v. *Peek* (38 W. R. 33, 14 App. Cas. 337) expressly lays aside the doctrine of *Burrowes* v. *Lock* (10 Ves. 470), and that class of cases; and, as was shewn in *Brownlie* v. *Campbell* (5 App. Cas. 935), these cases had nothing to do with actions to recover damages for false representations. In *Low* v. *Bouverie* (40 W. R. 50; 1891, 3 Ch. 82) the Court of Appeal expressly overruled *Slim* v. *Croucher* (8 W. R. 347, 2 Giff. 37), which might have supported the plaintiffs' contention. It is difficult to see how the doctrine of making representations good survives. If it survives at all it survives only as part of the law of estoppel. But estoppel will not of itself create a cause of action. As was pointed out by Bowen, L.J., there must be a separate cause of action. The difficulty is created by the decision of the Court of Appeal in *Newbigging* v. *Adam* (37 W. R. 97, 34 Ch. D. 582). The Lords Justices do not seem to have been agreed, but the judgment of Bowen, L.J., is to be preferred. *Redgrave* v. *Hurd* (20 Ch. D. 1) is a clear authority that innocent misrepresentation is not a ground for giving damages. The point I have here to consider is what obligations are within the contract. Defendant's counsel has admitted that rent and repairs due under the covenants in the lease are so, but I do not think the claim for damage to stock can be held to be.—COUNSEL, *Bramwell Davis*, Q.C., and *Yelverton*; *Hughes*, Q.C., and *Dauney*. SOLICITORS, *T. J. Pettigrew*; *Hilder*.

[Reported by J. F. ISELIN, Barrister-at-Law.]

High Court—Queen's Bench Division.

CHAMBERS v. **GOLDTHORPE.** Div. Court. 2nd and 5th Feb.

ARBITRATION—POSITION OF ARBITRATOR—ARCHITECT'S CERTIFICATE—QUASI-JUDICIAL POSITION OF ARCHITECT—NON-LIABILITY FOR NEGLIGENCE.

Appeal by the plaintiff from the Holmfirth County Court. The action was brought by the appellant, an architect, against the respondent, who had employed him to prepare plans for buildings, he, the respondent, was about to erect, and to superintend and measure up the work. A contractor was employed by the respondent to carry out the said building work, and in the contract between the respondent and the contractor were, *inter alia*, the following clauses. Clause 29: "A certificate of the architect, or an award of the referee hereinafter referred to, as the case may be, shewing the final balance due or payable to the contractor is to be conclusive evidence of the works having been duly completed, and that the contractor is entitled to receive payment of the final balance. . . ." Clause 22 of the contract provided that, in case of any question, dispute, or difference arising between the proprietor, or the architect on his behalf, and the contractor as to various matters therein specified, arising under or out of the contract, including questions "as to the works having been duly completed," or in case the contractor shall be dissatisfied with any certificate of the architect under certain of the clauses of the contract, "or in case he (the architect) shall withhold or not give any certificate to which the contractor may be entitled, then such question, dispute, or difference, or such certificate, or the value or matter which should be certified, as the case may be, is to be from time to time referred" to arbitration. From the evidence it appeared that the plaintiff had incorrectly measured up certain of the materials used by the contractor, owing to which mistake the certificate made out by the plaintiff was for a larger amount than it would otherwise have been. The defendant admitted the claim of the plaintiff, but counterclaimed for damages for negligence. In the county court the judge gave judgment for the plaintiff on his claim and for the defendant on his counterclaim. From this judgment the plaintiff now appealed, and on his behalf it was contended that he had acted in a judicial or *quasi*-judicial character in giving, as an architect, his certificate, and that so long as he acted honestly and without fraud he was not liable to an action for damages for want of skill. On behalf of the respondent it was contended that the appellant was not acting as an arbitrator, because in measuring up the quantities for him he was acting as his servant and agent; and further, that the terms of the contract shewed that the appellant was not employed as an arbitrator. In support of this contention the following cases were cited: *Rogers* v. *James* (8 Times L. R. 67), *Stevenson* v. *Watson* (27 W. R. 682. 4 C. P. D. 148), *Tharsis Sulphur Co.* v. *Loftus* (21 W. R. 107, L. R. 8 C. P. 1), *Pappa* v. *Rose* (20 W. R. 62, L. R. 7 C. P. 32 and 525).

THE COURT (CHANNELL and BUCKNILL, JJ.) allowed the appeal.

CHANNELL, J., in giving judgment, said that it was not denied that if the appellant was acting in a judicial or *quasi*-judicial capacity as arbitrator no action would lie against him for negligence only apart from dishonest or fraudulent conduct on his part. It had been argued that this was so because an arbitrator does not enter into an implied contract that he possesses proper skill to decide the point in issue accurately, but that he is employed to do his best. That, however, he, the learned judge, did not think was the true reason; he thought the true reason was that it is not desirable to enter into the question whether an arbitrator had been negligent or not. Judges acting in their judicial capacity were not liable for uttering injurious words even when spoken maliciously, not because judges, by law, were allowed to be malicious, but because it was not considered desirable to have an investigation in such matters. In the present case it did not matter whether the appellant had entered into any contract with either the respondent or the contractor, for even if he had entered into a contract with the respondent, he had also been placed in the position of an arbitrator, and in so far as he acted as an arbitrator between the respondent and the contractor he was not liable for mere negligence, but only for dishonesty or fraud, and negligence only in so far as he acted as agent for the respondent. This test was laid down in the case of *Pappa* v. *Rose*. It was clear that in this case the appellant was only bound to act in a *quasi*-judicial capacity in giving his certificate.

BUCKNILL, J., delivered judgment to the same effect. Appeal allowed. Leave to appeal given.—COUNSEL, *Scott Fox*, Q.C.; *Lewenthal*. SOLICITORS, *Van Sandau & Co.*, for *Mills*, Huddersfield; *Learoyd & Co.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

CRYSTAL PALACE GAS CO. *v.* **IDRIS & CO. (LIM.).** Div. Court. 5th Feb.

NEGLIGENCE—DAMAGES—RIGHT OF ACTION AT COMMON LAW—REMEDY PROVIDED BY SPECIAL ACT—GAS WORKS CLAUSES ACT, 1847, s. 20.

Appeal by the defendants from the judgment of the county court judge sitting at Bloomsbury. The action was brought by the gas company to recover damages against the defendant company for injuries caused by the negligent driving of one of the defendant company's servants to a lamp-post belonging to the plaintiffs. In the first instance a summons was taken out by the plaintiffs before a magistrate under the provisions of the Gas Works Clauses Act, 1847, under section 6 of which and by their private Act the gas company were authorized to erect and keep lamps and lamp posts in the public streets. Section 20 of the Act of 1847 provides as follows: "Every person who shall carelessly or accidentally break, throw down, or damage any pipe, pillar, or lamp belonging to the undertakers or under their control shall pay such sum of money by way of satisfaction to the undertakers for the damage done, not exceeding £5, as any two justices or the sheriff shall think reasonable." An objection was taken to those proceedings on the ground that the remedy provided by the Act was one against the person who did the act complained of, and not against his master, and the summons was dismissed. The plaintiff company then took out a summons in the county court, and the judge in that court entered judgment in favour of the plaintiffs. The defendants now appealed. On behalf of the appellants it was contended that the respondents' right to recover damages by action at common law was ousted by section 20 of the Gas Works Clauses Act, and that their only remedy was by proceeding under that section because where a pecuniary obligation and a remedy for enforcing it were created by a special statute, the only remedy that could be adopted was the remedy created by that statute, and in support of this contention the case of *The Vestry of St. Pancras* v. *Batterbury*

(2 C. B. N.S. 477) was cited. Further, it was contended that proceedings having already been taken under the special Act no action lay against the defendants in the county court, and that the liability (if any) was, under the said Act, limited to £5. For the respondents it was contended that their right of remedy, as plaintiffs, at common law was not taken away by the said Act.

THE COURT (CHANNELL and BUCKNILL, JJ.) dismissed the appeal, and in giving judgment held that there was nothing in the special Act to oust the respondents' right of action at common law. The principle laid down in the case of *The Vestry of St. Pancras* v. *Batterbury* only applied where a new obligation was created, and a remedy for enforcing it was given, by a special Act. This was not the case here. Appeal dismissed.—COUNSEL, *Bartley Denniss; Saunt.* SOLICITORS, *H. C. Godfrey; Blythe, Dutton, Hartley, & Blythe.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

Winding-up Cases.

Re **NORTH OF ENGLAND IRON STEAMSHIP INSURANCE ASSOCIATION.**
Cozens-Hardy, J. 24th and 31st Jan.

COMPANY—UNLIMITED—ALTERATION OF MEMORANDUM OF ASSOCIATION—JURISDICTION—COMPANIES ACT, 1862 (25 & 26 VICT. c 89), ss. 8, 9, 10, 79—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. c. 63), ss. 1, 32 (2), 33—COMPANIES (MEMORANDUM OF ASSOCIATION) ACT, 1890 (53 & 54 VICT. c. 62), s. 1.

Petition under the Companies (Memorandum of Association) Act, 1890. The company was incorporated in 1876 with unlimited liability for the purpose of carrying on the business of insuring ships belonging to the members. The application was for the purpose of enlarging the scope of the company's memorandum of association. On the hearing of the petition the question arose whether the court was competent to wind up the company, which had no capital paid up or credited as paid up.

COZENS-HARDY, J., said: This is a petition for the confirmation of a special resolution altering the memorandum of association of the North of England Iron Steamship Insurance Association. Jurisdiction is given by the Companies (Memorandum of Association) Act, 1890, to "the court which has jurisdiction to make an order winding up the company." The first question I have to consider is whether I have any jurisdiction to deal with the petition. The association was registered as an unlimited company in February, 1876. The memorandum of association contained three clauses: (1) The name of the company is the North of England Iron Steamship Insurance Association; (2) the registered office of the company will be situate in England; (3) the object for which the company is established is the mutual insurance of iron steamships insured with the company by members of the company. This complied strictly with section 10 of the Companies Act, 1862. The company has no shares and no capital. It is, however, a company the winding up of which is plainly contemplated by section 79 of the Act of 1862, and under section 81 of that Act the Chancery Division of the High Court had jurisdiction to wind it up. But by section 33 of the Companies (Winding-up) Act, 1890, section 81 of the Act of 1862 is repealed and section 1 of the former Act is substituted. That section is as follows: "(1) The courts having jurisdiction to wind up companies in England and Wales shall be the High Court, the Chancery Courts of the Counties Palatine of Lancaster and Durham, the county courts, and the Stannaries Court." And the question arises whether there is now any court competent to wind up a company which has no capital paid up or credited as paid up. Upon the whole I have come to the conclusion that I cannot attribute to the Legislature the intention to render all companies formed under section 9 or section 10 of the Act of 1862 exempt from the jurisdiction of any court, and to leave companies formed under section 8 liable to be wound up. Section 32, sub-section 2, of the Act of 1890, which is as follows: "In Part IV. of the Companies Act, 1862, and in this Act the expression 'the court,' when used in relation to a company, shall, unless the contrary intention appears, mean the court having jurisdiction under this Act to wind up the company," assumes that Part IV. of the Act of 1862, which is headed, "Winding up of Companies and Associations under this Act," continues in full force. I think I am justified in holding that sub-section 1 of section 1 defines the courts which have jurisdiction to wind up all companies in England and Wales, except so far as cut down by the following sub-sections, and that sub-sections 2 and 3 apply only to companies formed under section 8, and therefore possessing a capital. The result is that the High Court has jurisdiction to wind up the association, and therefore has jurisdiction to sanction an alteration of the memorandum of association. The question of jurisdiction being settled, I feel no difficulty in confirming the final resolution, the object of which is to enlarge the scope of the operations of mutual insurance. The order, therefore, will be as prayed.—COUNSEL, *Leigh Clare.* SOLICITORS, *Williamson, Hill, & Co.*, for *Ingledew & Fenwick*, Newcastle-on-Tyne.

[Reported by J. F. ISELIN, Barrister-at-Law.]

Solicitors' Cases.

Re **COOLGARDIE GOLDFIELDS CO.**, *Ex parte* **HAMILTON AND FLEMING.**
Cozens-Hardy, J. 26th Jan.

SOLICITOR'S UNDERTAKING AS TO STAMPING DOCUMENTS—ENFORCEMENT OF UNDERTAKING.

Motion. On the hearing of a motion made on the 21st of July, 1899, and asking to have the applicants' names removed from the register of shareholders, it appeared that certain documents had not been stamped which the company's counsel wished to use on the cross-examination of the applicants' witnesses. Counsel communicated with his professional client, and upon an undertaking being given by the company's solicitors to stamp the documents the matter proceeded. As a result of the motion the application to remove the names was allowed with costs. The documents had not as yet been stamped and it appeared that to do so would cost several hundred pounds. The solicitors when they gave the undertaking were under the impression that they were not giving a personal undertaking and had already applied *ex parte* to the court to be relieved from the undertaking. The court refused then to entertain the matter except on notice to the company and to the Inland Revenue Commissioners. The order made on the hearing on the 21st of July had not been drawn up, and the company was now in liquidation. This was a motion that the order made on the hearing of the motion on the 21st of July might be drawn up omitting from such order the unstamped documents, the company's liquidator undertaking not to appeal, or in the alternative that the solicitors might be committed for contempt in making default in carrying out their undertaking, or that the solicitors might be ordered to stamp such documents with the proper stamp duty within four days after service upon them of this order

COZENS-HARDY, J., held that it was in accordance with the practice to allow a document to be used upon the personal undertaking, not of the parties, but of the solicitors, who are officers of the court, to stamp it, and it was of the utmost importance that undertakings given by the solicitors should not be released without the consent of all parties interested. The Commissioners of Inland Revenue stated that they had no power to waive the stamping of the documents, but were willing to waive the penalties. On the other hand, it would be unfair for the applicants to be debarred from the relief to which they had been found entitled because documents used by their opponents had not been stamped in accordance with the undertaking given. He ordered the solicitors upon their undertaking to cause these documents to be produced to the registrar properly stamped within four days after service of this order.—COUNSEL, *Martelli; Muir Mackenzie; Vaughan Hawkins* and *Russell.* SOLICITORS, *Morton, Cutler, & Co.; Solicitor to Inland Revenue; Solicitor to Board of Trade.*

[Reported by J. H. DAVIES, Barrister-at-Law.]

LAW SOCIETIES.

THE SOLICITORS' MANAGING CLERKS' ASSOCIATION.

At the annual general meeting, held at the Law Institution, Mr. H. S. Danton (Messrs. Horn & Francis) was elected president for the ensuing year. The following retiring council members were re-elected, namely: Messrs. W. G. Andrews (Messrs. Hollams, Son, Coward, & Co.), E. J. Allen (Hores & Co.), T. Bishop (C. E. Soames, Esq.), H. Colley (Messrs. Pollock & Co.), H. S. Danton (Horn & Francis), C. J. Offer (Merriman, Pike, & Merriman), J. Sanderson (Clarke, Rawlins, & Co.), T. C. Tunstall (Norton, Rose, Norton, & Co.), A. Turner (Coode, Kingdon, & Cotton). Mr. W. Briggs (president for the past year) was elected a vice-president, and the vacancy on the council thereby created was filled by the election of Mr. G. R. Cawley (Messrs. Collison & Pritchard). Mr. Apling (Messrs. Trinders & Capron) was elected members' auditor. At the subsequent council meeting Mr. F. Spooner (Parker, Garrett, & Holman), Mr. W. J. Smart (Gush, Phillips, & Co.), Mr. T. C. Tunstall (Messrs. Norton, Rose, Norton, & Co.), and Mr. C. J. Offer (Messrs. Merriman, Pike, & Merriman) were re-elected secretary, treasurer, secretary of committees and members' meetings, and librarian respectively, and Mr. G. R. Cawley was elected council auditor.

UNITED LAW SOCIETY.

Feb. 5.—Mr. W. S. Sherrington in the chair.—Mr. S. Davey moved: "That the decision of the Divisional Court in *The Savoy Hotel Co.* v. *The London County Council* was wrong." Mr. A. C. Arnold opposed. The debate was continued by Messrs. Hubbard, Williams, Galbraith, Kureshi, Kirby, Walmsley, and Tilley. The motion was lost by one vote.

LAW ASSOCIATION.

A meeting of the directors was held at the hall of the Incorporated Law Society on Thursday, the 1st inst. Mr. Peacock in the chair. The other directors present were Mr. Sidney Smith, Mr. Daw, Mr. Nisbet, Mr. Ram, Mr. Toovey, and Mr. Vallance. A sum of £35 was distributed in grants of relief. One new member was elected to the association, and other general business transacted.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 17th of January, 1900:

Adler, Cecil George
Ashbridge, John Prentice
Baker, Sidney Edgar, B.A. (Oxon.)
Barker, Charles Edward
Bayly, Kingsley
Beatty, Cecil Arthur James
Benest, John Langston Millais
Bentley, Walter Smith

Bold, Edgar, B.A. (Vic. Univ.)
Brinton, Percival Robert, B.A. (Oxon.)
Carey, Nigel Edward
Chilwell, Joseph Frederick
Clarke, Joseph Botterill
Cohen, Reuben
Cole, Archibald Colquhoun, B.A. (Camb.)
Cowper, Walter Taylor
Davies, Evan Richard
Davies, Horace Walter
Dean, Charles Frederick Ellis
Dewhirst, Alfred Guy
Draper, Roland Herbert, B.A. (Camb.)
Dummer, Arthur
Edwards, Edward Wynn
Edwards, Herbert William
Evans, David Lewis
Foster, William Aaron
French, Frank Austin
Godfray, Hugh Marshall, B.A. (Camb.)
Goodman, Fred Tench
Habershon, Matthew Theodore
Hack, Sydney Walter
Hall, Thomas
Hallam, William Wilkinson
Hamilton, Lewis Gellie, B.A. (Oxon.)
Hardman, Henry Haworth
Harris, Herbert Walter
Haworth, Harold Stones
Haworth, Percy
Hayward, Reginald Curtis
Hodge, John
Hodson, Frederick Robert
Hosegood, Tom Henry
Hurman, William Ritchie Walter
Kennaway, Leonard Mark
Kershaw, James
Lambert, Arthur Elliott
Locke, Alfred Leonard
Machell, Hugh Wells
Maltby, Brough
Marshall, Benjamin
Miller, Edwin Jackson
Morgan, Octavius John
Morgan, Oscar Treharne
Pate, Sydney Firth
Peto, Lawrence Christian
Phillips, David White
Rumsey, Lucas Eustace
Rundell, Cyril Herbert
Sharman, Hubert Joseph
Simpson, John Henry
Spens, Archibald Hope
Taylor, Sydney
Telford, John James
Thacker, Thomas William
Turing, Alexander Robert
Twist, George Herbert
Vickress, William Henry
Walton, Robert Graham
Watkin, John Wilfred
Watson, The Hon. David Kenneth, M.A. (St. Andrews)
Westlake, Vincent John
Willett, Edward Archibald
Yates, Harry

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 15th and 16th of January, 1900:

Allason, Henry William, B.A. (Camb.)
Atkinson, Reginald Clegg
Austen, Charles Edward
Aviss, Samuel
Bacon, Walter Hugh
Bailey, William Henry
Barker, Francis Guy
Barlow, Francis Collins
Barnett, Francis Theodore
Barton, Walter John, B.A. (Camb.)
Beet, Alfred Percy
Bentley, Frank
Berryman, Frederic John, LL.B. (Lond.)
Bird, Ernest Edward
Blaber, Arthur
Blake, Leonard Nicholson
Bourne, Alexander Harold
Bowen, Hugh Ince Webb
Britten, Algernon John
Brodie, Alexander
Broughton, James
Brown, Herbert Croston
Brydone, Reginald Marr, B.A. (Oxon.)
Buchannan, George Herbert
Bulcraig, Herbert Henry
Butler, Edward Charles
Bygott, William
Candler, Walter Howard
Cassin, John Allcroft, B.A. (Camb.)
Castellan, Charles Ernest
Challinor, Leonard Arthur
Clark, Archibald McCosh
Clifton, William
Coburn, Francis
Coode, Charles Arthur Penrose, B.A. (Oxon.)
Cook, Sidney Herbert Spencer
Crompton, Robert
Dawson, Herbert Milner
Dickson, William Herbert
Diplock, William John Hubert
Dixon, Edgar Liversey, B.A. (Camb.)
Dobell, George Berkeley
Donnithorne, Hugh Nicholas Mortimer, B.A. (Oxon.)
Dorté, Pierre François Joseph Dufau
Downs, Clement Harley
Duke, Joseph
Edmonds, Edwin Arthur
Edwards, Percy John
Ellis, Hiram
Farlow, Cecil Dudley King, B.A. (Oxon.)
Forshall, Theodore William Scrimgeour
Gardiner, Bertram Corden
Garner, James Brooke
Garwood, Redmond, B.A. (Oxon.)
Gibson, Alan Graeme, B.A. (Oxon.)
Gledhill, John Joseph
Goodfellow, Charles Stuart
Gramshaw, Ernest Reginald, B.A. (Oxon.)
Gratton, John
Green, Walter Howard
Greenhalgh, William Whitham
Gregory, Charles Lewis
Griffith, Arthur
Grove, Edward Dunsterville
Harrison, Frederick Herman
Harrison, Percy Alexander
Harrison, William
Hart, George Ernest
Head, George Herbert, B.A. (Camb.)
Hewett, Ernest Charles
Hodder, Harley Rayner
Hooper, John Glass, B.A. (Oxon.)
Hulbert, Charles Kenelm
Hulbert, Thomas William
Jacks, Philip
Jackson, Alfred Horswill
Jackson, Frederick William
Jackson, Hugh Willan
Johnson, John Richard
Johnson, Reginald Powell
Jones, Merton Addlestone
Jones, Sydney
Jones, William Llewelyn
Kaye, Arnold Joseph
Knowles, Kenneth Davenport, B.A. (Oxon.)
Lamaison, Leonard William Henry
Lamb, Bruce
Landau, Isaac
Lees, William
Lester, Horace Lenton
Lewthwaite, Charles
Lloyd, Harold Montague
London, Herbert Lonsdale Perry
Lucas, Allan
Marshall, John Stead Stanley
Massey, Hugh
Maxwell, Charles Frederick Maitland, B.A. (Oxon.)
Mellor, George Rupert, B.A. (Oxon.)
Menzies, William Henry Wood
Middlemas, Robert
Milne, Harry
Morland, William Thornhill
Morris, William Pilgrim
Needham, John Windsor
Newton, Charles Edward
Osborne, Edward Charles Harold
Parfitt, Aldhelm
Parry, Henry Owen
Parsons, William Lansbury
Pascall, Charles Montague
Peaty, Robert, B.A. (Oxon.)
Perkins, Harold Wootton
Purdy, Thomas Woods, B.A. (Camb.)
Purkis, Charles Sydney
Raisen, Arthur Frederick
Ridley, Thomas Matthew
Rivington, Henry Gibson, B.A. (Oxon.)
Russell, George Shipton
Rutherford, Arthur
Shield, Arthur Robert
Sinclair, The Hon. George Arthur
Smitton, Herbert Allan
Stallwood, John Charles St. Laurence
Stidstone-Broadbent, Herbert Owen
Stott, Oswald
Sword, Horatio Broadhurst Dennistoun
Sword, John Gow Dennistoun
Taylor, Alfred Egerton Maynard, B.A. (Oxon.)
Thora, George Herbert
Titley, Edward Addison, M.A. (Camb.)
Torkington, John Kerr
Trimmer, William Bradley
Tuckey, Charles Sprot, M.A. (Oxon.)
Turner, Wilfred
Tyssen, Geoffrey Amherst Daniel, B.A. (Oxon.)
Wadsworth, Joseph
Waugh, Edgar Newton
Williams, Hugh Neville
Wilson, Walter Frederick
Woolley, Charles Robert
Wordsworth, Ralph
Young, William Henry Valentine

LEGAL NEWS.

OBITUARY.

We regret to have to record the death of Mr. WILLIAM HENRY CROWDER, solicitor, of the firm of Crowders & Vizard, of 55, Lincoln's-inn-fields. Mr. Crowder was admitted in 1869, and, we believe, shortly afterwards joined the firm, which then, or subsequently thereto, consisted of the present Master Crowder, Mr. Vizard, and the late Mr. Alfred Anstie. During the long period of years which had lapsed since he joined the firm there is little to be recorded except steady and efficient transaction of business. Mr. Crowder was pre-eminently modest and retiring, and we believe took little part in the affairs of the profession outside his office. But as a business man he was admirable. Apparently never in a hurry or in the least pressed with work, nevertheless everything under his control was promptly, well, and methodically done. He was a sound lawyer, exceedingly shrewd and self-reliant, and very determined when he had resolved upon action, but eminently conciliatory in dealings with opponents. The opponent must indeed have been a surly one who could resist the charm of Mr. Crowder's genial presence. His many friends will long retain the remembrance of his genuine kindliness, straightforwardness, sunny disposition, and quietly humorous way of viewing things. We understand that Mr. Crowder had been absent from the office for a few days before his death, but no apprehensions were entertained as to his indisposition. Quite suddenly, however, he died at his residence, 7, Carlyle-mansions, Chelsea, on the 2nd inst., it is believed from heart disease.

Mr. EDWARD JAMES GIBBONS, barrister-at-law, died of fever on board the *Briton* on her voyage to the Cape. He was a son of the Rev. Benjamin Gibbons, of Kidderminster, and was educated at Eton and Oxford, and was called to the bar in 1884, and joined the Oxford Circuit. He was a captain of the Inns of Court Rifle Volunteers and held the long-service medal. Desiring to go out to the war, he resigned his commission in the Inns of Court Rifles, and enlisted as a trooper in the City Imperial Volunteers Mounted Infantry, but he was promoted to the rank of colour-sergeant before his embarkation in the *Briton*.

APPOINTMENTS.

Mr. G. J. TALBOT, barrister-at-law, has been appointed Chancellor of the Diocese of Lichfield. Mr. Talbot is also Chancellor of Lincoln and Ely.

Mr. B. T. WESTWELL, solicitor, of Accrington, clerk to the Oswaldtwistle Urban District Council, has been appointed a Perpetual Commissioner to take the Acknowledgments of Married Women for the County of Lancaster.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

JOHN FREDERICK BOWMAN and ARTHUR CECIL CURTIS HAYWARD, solicitors (Bowman & Curtis Hayward), 21, Bedford-row, London. Jan. 1. John Frederick Bowman retiring from practice, the business will henceforth be carried on by Arthur Cecil Curtis Hayward alone at the same address and under the same name. [*Gazette*, Feb. 2.

EDWARD WOODHOUSE VEALE and PHILIP HENRY PETER GRIESS, solicitors (Veale & Griess), Bristol. Dec. 31. [*Gazette*, Feb. 6.

GENERAL.

The Lord Chancellor on Monday presented a Bill to amend the Lunacy Acts, which was read a first time.

Mr. Robert F. Norton, Q.C., has taken his seat in Mr. Justice Byrne's court.

In connection with the Solicitors' Managing Clerks' Association a lecture will be delivered on Thursday, the 15th of February, in the Middle Temple Hall, by Mr. A. H. Ruegg, Q.C., on "Workmen's Compensation." The chair will be taken by Mr. Justice Kennedy.

The Council of Legal Education will shortly appoint two examiners for the ensuing Easter examination. Applications from gentlemen desirous of being appointed may be sent, not later than Friday, the 16th of February, to the clerk of the council, Lincoln's-inn-hall, from whom any further information may be obtained.

We regret to observe, too late for inquiry, an announcement of the death of Mr. F. D. Lowndes, one of the Registrars of the High Court of Justice at Liverpool. He had been associated with the judicial life of the northern port since 1870, and he rendered great assistance in the inquiry which preceded the passing of the Judicature Act.

It is announced that Dr. C. J. Hall, solicitor and doctor of music, of Manchester, has offered to the Free Libraries Committee of the Manchester Corporation his musical library of several hundred volumes of valuable works. He has thus followed the example of Dr. Henry Watson, who in September last made an even more extensive gift of the same kind to the corporation. Dr. Hall hopes that the joint gifts may prove the foundation of a really fine library of musical works.

At the Bow-street police-court on Monday, before Sir Franklin Lushington, who sat specially in the Extradition Court, Bernard Abrahams, solicitor, Great Marlborough-street; Alfred Paget, company promoter, George-street, Hanover-square; Blanchard Eccles, commission agent; and John Haynes, mining agent, Wimpole-street, were charged with conspiring to obtain a certificate of naturalization from the Home Secretary by false declarations. The accused were remanded.

The Hon. Isaac A. Isaacs, Q.C., the Attorney-General of Victoria, who is now on a visit to London, will, says the *St. James's Gazette*, be the first Australian-born barrister to be heard in the Imperial Court of Appeal. Mr. Isaacs has been selected by the Melbourne Tramway Co., one of the largest confederations in Australia, to conduct their case against the Melbourne municipality before the Privy Council. It is said that he will be paid the handsome fee of 3,500 guineas.

The Solicitor-General will preside at the annual social meeting of the Royal Courts of Justice Temperance Society, which will take place in the Middle Temple Hall on Wednesday, the 21st inst., at 7 o'clock. The following gentlemen have, among others, intimated their hope of being present to support the chairman: Mr. Justice Barnes, Mr. Justice Kennedy, Mr. Justice Cozens-Hardy, and Mr. Justice Farwell, Sir Richard Webster, Q.C., M.P., Lord Dunboyne, the Hon. T. Pelham, Mr. Crump, Q.C, Mr. H. Reed, Q.C., and Mr. Atherley-Jones, Q.C., M.P.

On the 2nd inst., says the *Times*, an adjourned meeting was held of creditors of J. T. B. Arnold, T. B. Sismey, and W. C. Arnold, solicitors, practising in partnership in the style of Keighley, Arnold, and Sismey, at 37, Lincoln's-inn-fields. The joint statement of affairs shewed gross liabilities £364,001, of which £56,187 were expected to rank for dividend, and assets £21,583. The meeting held on the 23rd of January was adjourned in order that the creditors might have an opportunity of considering a scheme, under which the property of the debtors was to be vested in a trustee, to whom one-third of the net income of Mr. J. T. B. Arnold and Mr. T. B. Sismey was to be paid until the creditors should have received 7s. 6d. in the pound on the amount of their debts. Mr. Munns (Munns & Longden) appeared as solicitor for the debtors and said his clients had considered an objection which was raised against the scheme at the last meeting. The objection was that any surplus realized from the estate after payment of the 7s. 6d. in the pound would go to the debtors instead of to the creditors. Acting under his advice the debtors had decided to relinquish this benefit, and to amend the scheme so that any surplus which might arise would be distributed among the creditors. The scheme as amended was carried by the necessary majority.

The council of the Solicitors' Managing Clerks' Association, in their seventh annual report for the year 1899, say that they are gratified in being able to say that the society has maintained its position amongst managing clerks during the past year in all respects. The society has been able to meet all its expenses without diminishing the balance brought forward at the beginning of the year, which has hitherto not been the case. Twenty-five new members have joined during the year, one or two members have retired, and there have been some losses by death. The association continues to receive the support of the highest in the legal profession, and also of solicitors generally. It is difficult, therefore, to understand why so many managing clerks still abstain from becoming members. The fact is, to say the least, the position of managing clerks is improved by the mere existence of the association. It has earned the respect of the very highest and of all branches of the profession. It has brought about many friendships and a better feeling and *esprit de corps* between managing clerks, and for these reasons alone the association is worthy of the support of managing clerks in general. The council are also of opinion that the position of managing clerks generally is stronger than it was before the existence of the association. Apart from theoretical knowledge, there is undoubtedly a demand for men with a practical knowledge of the several branches of the law. At the same time managing clerks, while not claiming to be "students of the law," should make every endeavour to improve their legal knowledge; and with this object in view the council arranged a course of lectures for the session 1899 and 1900, and they recommend that the members should regularly attend these lectures. Judges preside at them, and leading members of the bar and experts in the particular subjects deliver the lectures. The council have not sought subscriptions to their general funds from others than members of the association. To enable the association to extend its efforts it should receive greater support from managing clerks in general, by the introduction of new members, and the council strongly urge every member of the association to endeavour to introduce at least one new member during the new year. There are several awaiting admission.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice North.	Mr. Justice Stirling.
Monday, Feb. 12	Mr. Carrington	Mr. Greswell	Mr. Jackson
Tuesday 13	Lavie	Church	Pemberton
Wednesday 14	Carrington	Greswell	Jackson
Thursday 15	Lavie	Church	Pemberton
Friday 16	Carrington	Greswell	Jackson
Saturday 17	Lavie	Church	Pemberton

Date.	Mr. Justice Kekewich.	Mr. Justice Byrne.	Mr. Justice Cozens-Hardy.	Mr. Justice Farwell.
Monday, Feb. 12	Mr. Godfrey	Mr. Pugh	Mr. Farmer	Mr. Leach
Tuesday 13	Leach	Beal	King	Godfrey
Wednesday 14	Godfrey	Pugh	Farmer	King
Thursday 15	Leach	Beal	King	Farmer
Friday 16	Godfrey	Pugh	Farmer	Church
Saturday 17	Leach	Beal	King	Greswell

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Feb. 13.—Mr. J. C. Stevens, at 38, King-street, Covent Garden, at 12.30, Bronzes, &c., from Benin, Curios, Japanese Art Work, &c.
Feb. 14.—Roses, Fruit Trees, Lilies, &c.
Feb. 15.—Herbaceous Plants, Roses, Liliums.
Feb. 16.—Scientific Apparatus, &c. (See advertisement, this week, p. 5.)

Feb. 15.—Messrs. H. E Foster & Cranfield, at the Mart, at 2:—
LIFE INTEREST of a gentleman aged 52, producing £260 per annum; with policy.
REVERSIONS:
To the above Fund on decease, without issue, of the gentleman aged 52, and his wife aged 36. Solicitors, Messrs. Rooper & Whately, London.
To One-Fifth of a Freehold Estate valued at £9,500; lady aged 61; also to One-twentieth of £6,000 Consols, on decease of ladies aged 61 and 58; with reversion to One-twentieth of £5,500 Consols. Solicitors, Messrs. Oldfield, Bartram, & Oldfield, London.
To One-third of Freehold Property at Wells, Somerset, value £300; lady aged 55. Solicitor, Claude S. Lermitte, Esq., London.
To One-twenty-seventh of Estate, value £15,000; lady aged 47. Solicitors, Messrs. Casson Perrot-Smith & Co., London.
To a Leasehold, producing £36 per annum; lady aged 80.
To One-sixth of a Trust Estate, Railway Stock, &c.; value £24,000; lady aged 71. Solicitor, Athelstane A. Taylor, Esq, London.
POLICIES:
For £1,000. Solicitors, Nickinson & Co, London.
For £750. Solicitors, Messrs. Eagleton & Sons, London.
SHARES in Gresham House Estate Co. Solicitor, H. I. Coburn, Esq., London.
(See advertisements, this week, back page.)

WINDING UP NOTICES

London Gazette.—Friday, Feb. 2.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Bradford Combing Co, Limited (in Liquidation)—Creditors are required, on or before March 15, to send their names and addresses, and the particulars of their debts or claims, to Thomas Howard, 16, Piccadilly, Bradford. Watson & Co, Bradford, solors to liquidator

Colonial Agencies, Limited—Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to John Robertson, 85, Gracechurch st. Angove & Co, 14, Great Winchester st. solors

Grosvenor and West End Railway Terminus Hotel Co, Limited—Creditors are required, on or before March 17, to send their names and addresses, and the particulars of their debts or claims, to the Liquidators, 5, Palmer st, Westminster. Kimbers & Boatman, solors to liquidators

Maypole Co, Limited (in Liquidation)—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to George Browning, 58, Coleman st. Mayo & Co, 10, Drapers' gdns, solors for liquidator

Midgley's Patent Carpet Beating Machine Co, Limited—Creditors are required, on or before March 6, to send their names and addresses, and the particulars of their debts or claims, to William Martello Gray, District Bank chmbrs, Market st, Bradford. Neill & Holland, Bradford, solors for liquidator

Normanton & Buckley, Limited—Creditors are required, on or before March 14, to send their names and addresses, and the particulars of their debts or claims, to William Dearnley Taylor, Town Hall bldgs, Halifax. Riley, Halifax, solor for liquidator

Old Hogarthians, Limited (in Liquidation)—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to Cecil Frederic Twist, 5, Bedford row

Pontins Patent Butter Box Limited (in Liquidation)—Creditors are required, on or before June 30, to send their names and addresses, and particulars of their debts or claims, to James Roberts, 10, Bush lane Twist, Bedford row, solor for liquidator

Shillingford Works Co, Limited—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Harry Barker, 8, Old Jewry. Mackrell & Ward, Walbrook, solors for liquidator

UNLIMITED IN CHANCERY.

Rossendale Benefit Building Society—Creditors are required, on or before Feb 23, to send the particulars in of their claims and demands to Knowles & Thompson, Waterfoot, nr Manchester, solors for trustees

FRIENDLY SOCIETY.

SUSPENDED FOR THREE MONTHS.

Hand in Hand Benefit Society, Plough and Sail, Tollesbury, Essex. Jan 25

London Gazette.—TUESDAY, Feb. 6.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-MEXICAN LAND CORPORATION, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 1, to send their names and addresses, with particulars of their respective debts or claims, to James Fabian, 34, Nicholas lane

BLACKMORE, LECONTE, & Co, LIMITED—Creditors are required, on or before Feb 26, to send their names and addresses, and the particulars of their debts or claims, to Thomas Hardick, 16, Hawthorne st, Totterdown, Bristol. Brown, Bristol, solor to liquidator

BRADSHAW, HAMMOND, & Co, LIMITED—Creditors are required, on or before March 12, to send in their names and addresses, and the particulars of their debts or claims, to Thomas Barrow Hudson, 47, Portland st, Manchester. Addleshaw & Co, Manchester, solors for liquidator

BRITISH HOUSEHOLD STORES, LIMITED—Creditors are required, on or before March 9, to send their names and addresses, and the particulars of their claims, to W. G. Moyse and G. Whitaker, 140, High st, Camden Town

INSURANCE FINANCE CORPORATION, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Charles Carlos Perkins, 10 & 11, Austin friars

JOHN FLETCHER & SON, LIMITED—Creditors are required, on or before Wednesday, March 7, to send their names and addresses, and the particulars of their debts or claims, to George Edward Carline, 2, New sq, Chesterfield

KRONTHAL CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 16, to send their names and addresses, and the particulars of their debts or claims, to H. Maconochie, 53, Berners st, Oxford st. Lumley & Lumley, Conduit st, solors for liquidator

LONDON-KLONDYKE DEVELOPMENT SYNDICATE, LIMITED—Creditors are required, on or before May 15, to send their names and addresses, and the particulars of their debts or claims, to Walter Frederick Keeling, 10, Pancras lane. Ingle & Co, Broad st House, solors for liquidator

LOW MILL BLEACHING AND PRINTING CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 12, to send their names and addresses, and the particulars of their debts or claims, to William Hilton, Whittle le Woods, Chorley, Lancs. Addleshaw & Co, Manchester, solors for liquidator

"PAINTRE-ENGRAVING" SYNDICATE, LIMITED—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to C. E. Chisman, Lululaund, Bushey

STEAMSHIP "JOHN BURBERY" CO, LIMITED—Creditors are required, on or before March 14, to send their names and addresses, and the particulars of their debts or claims, to George Samuel Oldam, 30, The Temple, Dale st, Liverpool. Hill & Co, Liverpool, solors to liquidator

TRENT CYCLE CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 20, to send their names and addresses, and the particulars of their debts or claims, to Thomas Leman, 1, St. Peter's Church walk, Nottingham

WEYMOUTH ALEXANDRA CLUB CO, LIMITED—Creditors are required, on or before March 6, to send their names and addresses, and the particulars of their debts or claims, to Sidny Spark Milledge, 74, St. Thomas st, Weymouth

FRIENDLY SOCIETY DISSOLVED.

JUBILEE FRIENDLY BENEFIT SOCIETY, Raffles Mission Room, Greenland st, Liverpool. Jan 24

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Jan. 23.

HALE, FREDERICK WALTER, Chandos st, Covent Garden, Proprietor of Patent Medicines Feb 19 Harrison & Sons v Foad, Byrne, J Gordon, Golden sq

PORTER, JAMES, Poulton le Fylde, Lancs Feb 22 McCandlish v Porter, District Registrar, Liverpool Tyrer, Liverpool

London Gazette.—TUESDAY, Jan. 30.

MACDONALD, JOHN MALCOLM, Victoria st, Westminster, Mining Engineer March 7 Loveridge v Macdonald, Stirling, J Fullilove, Cannon st

THORN, ELIZA, Stapleton, Glos Feb 28 Clarke v Thorn, Cozens-Hardy, J Leach, Clevedon, Glos

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Feb. 2.

RECEIVING ORDERS.

ARDLEY, ALBERT OAKLEY, West Kensington, Brewer's Traveller High Court Pet Jan 31 Ord Jan 31

ARTHAN, JOSEPH, Chester, Butcher Chester Pet Jan 31 Ord Jan 31

BAKER, THOMAS, Red Rice Farm, Southampton, Farmer Salisbury Pet Jan 30 Ord Jan 30

BATES, ARTHUR, and WILLIAM POULTON, Dewsbury, York Wholesale Confectioners Dewsbury Pet Jan 25 Ord Jan 27

BROOKS, JOHN, Brook's Bar, nr Manchester, Boot Repairer Manchester Pet Jan 31 Ord Jan 31

CRUTCHLEY, THOMAS CHARLES, jun, Walsall, Bridle Cutter Walsall Pet Jan 26 Ord Jan 26

EWBANK, FLORENCE ELIZA MEGGETT, Great Grimsby Great Grimsby Pet Jan 29 Ord Jan 29

FORD, THEODORE JERMYN, King William st, Commission Agent High Court Pet Jan 29 Ord Jan 29

FRANCIS, GEORGE, Liverpool, Grocer Liverpool Pet Jan 22 Ord Jan 29

FULFORD, JOHN HENRY, Bishopston, Bristol, Professor of Music Bristol Pet Jan 30 Ord Jan 30

GARBETT, ROSE, Rhyl, Flints Bangor Pet Jan 31 Ord Jan 31

GARRAWAY, GEORGE HERBERT, Stroud Green, Civil Service Clerk High Court Pet Jan 29 Ord Jan 29

GOOSE, ROBERT, Leyton, Butcher High Court Pet Jan 31 Ord Jan 31

HARDSTAFF, GEORGE, Hillsborough, Sheffield, Painter Sheffield Pet Jan 30 Ord Jan 30

HARGREAVES, JOSEPH WILLIAM, Blackpool, Joiner Preston Pet Jan 30 Ord Jan 30

HEATHCOTE, ADAM, Bolton, Insurance Agent Bolton Pet Jan 30 Ord Jan 30

HEWSON, RICHARD, Kingston upon Hull, Wholesale Fruit Merchant Kingston upon Hull Pet Jan 29 Ord Jan 29

HOOLEY, JOHN, Keighley, Yorks, Cab Proprietor Bradford Pet Jan 29 Ord Jan 29

HOPKINSON, THOMAS, Ashover, Derbys, Farmer Derby Pet Jan 31 Ord Jan 31

IDLE, JOSEPH, Murton, nr Appleby, Westmorland, Farmer Kendal Pet Jan 30 Ord Jan 30

KINNELL, WALTER JAMES, Paddock Wood, Kent, Hop Wirework Erector Tunbridge Wells Pet Jan 16 Ord Jan 29

MANFIELD, HERBERT, Kilburn, Yorks, Farmer Northallerton Pet Jan 15 Ord Jan 29

MAWER, JANE, and CHARLES RICHARD MAWER, Frith Ville, Lincs, Farmers Boston Pet Jan 27 Ord Jan 27

MITCHELL, JOHN MILLAR, Crouch End, Clerk High Court Pet Jan 30 Ord Jan 30

PARSONS, JAMES JOHN, Pontypridd, Grocer Pontypridd Pet Jan 30 Ord Jan 30

POGSON, JOE, Frizinghall, Bradford Bradford Pet Jan 16 Ord Jan 29

PITT, ARTHUR DEARDEN, Barnsley, Yorks, Innkeeper Barnsley Pet Jan 27 Ord Jan 27

PRICE, HUBERT, King's Heath, Worcester, Engineer Birmingham Pet Jan 17 Ord Jan 31

RITCHINGS, CHARLES HENRY, Reigate, Farmer Croydon Pet Jan 29 Ord Jan 29

ROWE, JAMES, Cardiff, Grocer Cardiff Pet Jan 29 Ord Jan 29

SMITH, BENJAMIN, Great Yarmouth, Fish Merchant Great Yarmouth Pet Jan 31 Ord Jan 31

SPEIGHT, WILLIAM, Lancaster, Joiner Preston Pet Jan 29 Ord Jan 29

SUMMONS, WILLIAM GEORGE, Bedminster, Bristol Builder Bristol Pet Jan 31 Ord Jan 31

TAYLOR, WILLIAM, Exeter, Baker Exeter Pet Jan 29 Ord Jan 29

THOMAS, MARTHA JANE, Swansea Swansea Pet Jan 31 Ord Jan 31

THORNE, CHARLES, Gloucester Gloucester Pet Jan 29 Ord Jan 29

TUCKER, WILLIAM HERBE, Ludgvan, Cornwall, Builder Truro Pet Jan 30 Ord Jan 30

TUFFLEY, GEORGE, Leicester, Builder Leicester Pet Jan 30 Ord Jan 30

TURNER, CHARLES WILLIAM, South Kirkley, Suffolk, Ironmonger Great Yarmouth Pet Jan 30 Ord Jan 30

WALKER, ARTHUR, Kidderminster, Tobacconist Kidderminster Pet Jan 29 Ord Jan 29

WESTWELL, THOMAS, Clayton le Moors, Lancs, Mill Manager Blackburn Pet Jan 31 Ord Jan 31

WHITE, THOMAS, Colyton, Devon, Dairyman Exeter Pet Jan 31 Ord Jan 31

WINN, GEORGE, Hunslet, Leeds, Wheelwright Leeds Pet Jan 29 Ord Jan 29

WRIGHT, CHARLES Leicester, Carter Leicester Pet Jan 29 Ord Jan 29

FIRST MEETINGS.

BROWN, THOMAS, Droylsden, Lancs, Worsted Dyer Feb 9 at 3 Off Rec, Byrom st, Manchester

BURRELL, FRANCIS WILLIAM, Northampton, Grocer Feb 12 at 3 Off Rec, County Court bldgs, Sheep st, Northampton

DOLD, GERSON, Bury, Watchmaker Feb 9 at 11 16, Wood st, Bolton

DUCKER, WILLIAM, Aylsham, Norfolk, Saddler Feb 10 at 12 Off Rec, 8, King st, Norwich

FORD, THEODORE JERMYN, King William st, Commission Agent Feb 9 at 12 Bankruptcy bldgs, Carey st

FRANCIS, GEORGE, Liverpool, Grocer Feb 14 at 12 Off Rec, 35, Victoria st, Liverpool

FURMAN, BARNETT, Kingston upon Hull, Boot Dealer Feb 9 at 11 Off Rec, Trinity House ln, Hull

HAMMOND, THOMAS JAMES, Upper Thames st, Die Sinker Feb 13 at 12 Bankruptcy bldgs, Carey st

HARDY, GEORGE, Newmarket, Lincoln, Butcher Feb 13 at 12 Off Rec, 31 Silver st, Lincoln

HEATHCOTE, ADAM, Bolton, Insurance Agent Feb 13 at 10.30 16, Wood st, Bolton

HOLLAS, JOSEPH, Stallybridge, Cheshire, Innkeeper Feb 14 at 2.30 Off Rec, Byrom st, Manchester

LAWSON, JOHN, Long Preston, Yorks, Grocer Feb 12 at 11 Off Rec, 31, Manor row, Bradford

LEYSHON, JOHN EDWARD, Aberavon, Glam, Brake Proprietor Feb 13 at 12 Off Rec, 31, Alexandra rd, Swansea

MCADAM, EDWARD ADAM, Peckham Feb 9 at 2.30 Bankruptcy bldgs, Carey st

MILLARD, WILLIAM, Bridgend, Glam, Cabinet Manufacturer Feb 12 at 3 117, St Mary st, Cardiff

PARTRIDGE, ALFRED JAMES, Plymouth, Grocer Feb 9 at 11.30 6, Athenæum ter, Plymouth

POWELL, THOMAS LEWIS, Cwmdauddwr, Radnor, Licensed Victualler Feb 19 at 12.15 1, High st, Newtown

QUEUX, EDMOND, Charlotte st, Fitzroy sq, Foreign Produce Merchant Feb 12 at 11 Bankruptcy bldgs, Carey st

REES, HORACE VICKARS, Cambridge st, Hyde Park Feb 12 at 2.30 Bankruptcy bldgs, Carey st

REILLY, WILLIAM, High Holborn, Publican Feb 12 at 12 Bankruptcy bldgs, Carey st

RIDOUT & HOLNESS, Herne Bay, Kent, Builders Feb 10 at 11 Off Rec, 73, Castle st, Canterbury

SAYLE, GEORGE MOORE, Kilburn, Export Merchant Feb 9 at 12 Bankruptcy bldgs, Carey st

SHAW, EBENEZER, Lye, Worcester, Painter Feb 9 at 11 Off Rec, Wolverhampton st, Dudley

SIMPSON, ALBERT EDWARD, Liscard, Grocer Feb 12 at 2 Off Rec, 35, Victoria st, Liverpool

SIMPSON, RICHARD THOMAS, Woodford Halse, Northampton Feb 12 at 3.30 Off Rec, County Court bldgs, Sheep st, Northampton

SMART, JOHN, Bury St Edmunds, Saddler Feb 14 at 2 Off Rec, 36, Princes st, Ipswich

SPENCER, JOHN, Stoke Abbott, Dorset, Carpenter Feb 9 at 12.30 Off Rec, Endless st, Salisbury

STEPHENS, THOMAS PHILIP, Swansea, Builder Feb 9 at 12 Off Rec, 31, Alexandra rd, Swansea

TAYLOR, WILLIAM, Exeter, Baker Feb 15 at 10.30 Off Re 13, Bedford circus, Exeter

THOMAS, JABEZ, Barry Dock, Glam, Grocer Feb 12 at 11 117, St Mary st, Cardiff

TUCKER, WILLIAM HERBE, Ludgvan, Cornwall, Builder Feb 12 at 12 Off Rec, Boscawen st, Truro

WALKER, WILLIAM JOHN, Marlow, Bucks, Farrier Feb 9 at 12 1, St Aldate's, Oxford

WHEELER, WILLIAM GRESHAM, Old Kent rd, Builder Feb 9 at 2.30 Bankruptcy bldgs, Carey st

WHITE, THOMAS, Colyton, Devons, Dairyman Feb 15 at 10.30 Off Rec 13, Bedford circus, Exeter

WINN, GEORGE, Hunslet, Leeds, Wheelwright Feb 9 at 11 Off Rec, 22, Park row, Leeds

ADJUDICATIONS.

ARDLEY, ALBERT OAKLEY, West Kensington, Brewer's Traveller High Court Pet Jan 31 Ord Jan 31

ARTHUR, GEORGE FREDERICK NEAL, Conduit st High Court Pet Dec 11 Ord Jan 29

BAKER, THOMAS, Red Rice Farm, nr Andover, Farmer Salisbury Pet Jan 30 Ord Jan 30

BATES, ARTHUR, and WILLIAM POULTON, Dewsbury, York, Wholesale Confectioners Dewsbury Pet Jan 25 Ord Jan 27

BRANSTON, WILLIAM, and FREDERICK WILLIAM BRANSTON, Blaby, Leicester, Boot Manufacturers Leicester Pet Jan 4 Ord Jan 29

BROOKS, JOHN, Brook's Bar, nr Manchester, Boot Repairer Manchester Pet Jan 31 Ord Jan 31

CRUTCHLEY, THOMAS CHARLES, jun, Walsall, Bridle Cutter Walsall Pet Jan 26 Ord Jan 26

DUGDALE, WILLIAM DOUGLAS, Poole, Dorset, Manufacturer Poole Pet Jan 8 Ord Jan 31

EWBANK, FLORENCE ELIZA MEGGETT, Great Grimsby Great Grimsby Pet Jan 29 Ord Jan 29

FORD, THEODORE JERMYN, King William st, Commission Agent High Court Pet Jan 29 Ord Jan 29

FRANCIS, GEORGE, Liverpool, Grocer Liverpool Pet Jan 22 Ord Jan 30

GARBETT, ROSE, Rhyl, Flint Bangor Pet Jan 31 Ord Jan 31

GARRAWAY, GEORGE HERBERT, Stroud Green High Court Pet Jan 29 Ord Jan 29

GOOSE, ROBERT, Leyton, Butcher High Court Pet Jan 31 Ord Jan 31

HARDSTAFF, GEORGE, Hillsborough, Sheffield, Painter Sheffield Pet Jan 30 Ord Jan 30

HARGREAVES, JOSEPH WILLIAM, Blackpool, Joiner Preston Pet Jan 30 Ord Jan 30

HAROLD, FREDERICK CLARKSON, Palmerston rd, Bowes Park, Clerk Edmonton Pet Oct 14 Ord Jan 30

HARRISON, WILLIAM, Birmingham, Cycle Lamp Manufacturer Birmingham Pet Jan 12 Ord Jan 30

HEATH, ADA JANE, and ALFRED JAMES TURVILLE, West Bromwich, Boot Dealers West Bromwich Pet Dec 29 Ord Jan 31

HEATHCOTE, ADAM, Bolton, Insurance Agent Bolton Pet Jan 30 Ord Jan 30

HEWSON, RICHARD, Kingston upon Hull, Wholesale Fruit Merchant Kingston upon Hull Pet Jan 29 Ord Jan 29

HOOLEY, JOHN, Keighley, Yorks, Cab Proprietor Bradford Pet Jan 29 Ord Jan 29

HOPKINSON, THOMAS, Ashover, Derby, Farmer Derby Pet Jan 31 Ord Jan 31

IDLE, JOSEPH, Murton, nr Appleby, Westmorland, Farmer Kendal Pet Jan 30 Ord Jan 30

KING, FREDERICK, Bristol, Electrical Engineer Bristol Pet Dec 2 Ord Jan 31

MARCHANT, C W H, Thornton Heath, Surrey, Builder Croydon Pet Dec 6 Ord Jan 26

MAWER, JANE, and CHARLES RICHARD MAWER, Frith Ville, Lincoln, Farmers Boston Pet Jan 27 Ord Jan 27

MITCHELL, JOHN MILLAR, Crouch End, Clerk High Court Pet Jan 30 Ord Jan 30

PARSONS, JAMES JOHN, Pontypridd, Grocer Pontypridd Pet Jan 30 Ord Jan 30

PHILLIPS, GEORGE, Penzance, Piano Manufacturer Truro Pet Jan 12 Ord Jan 30

PITT, ARTHUR DEARDEN, Barnsley, Yorks, Innkeeper Barnsley Pet Jan 27 Ord Jan 27

POWELL, THOMAS LEWIS, Cwmdauddwr, Radnor, Licensed Victualler Newtown Pet Jan 23 Ord Jan 30

REILLY, WILLIAM, High Holborn, Publican High Court Pet Jan 6 Ord Jan 31

ROWE, JAMES, Cardiff, Grocer Cardiff Pet Jan 29 Ord Jan 29

SMITH, BENJAMIN, Great Yarmouth, Fish Merchant Great Yarmouth Pet Jan 31 Ord Jan 31

SPRIGHT, WILLIAM, Lancaster, Lancs, Joiner Preston Pet Jan 29 Ord Jan 29

TAYLOR, WILLIAM, Exeter, Baker Exeter Pet Jan 29 Ord Jan 29

THOMAS, MARTHA JANE, Swansea Swansea Pet Jan 31 Ord Jan 31

THORNE, CHARLES, Gloucester Gloucester Pet Jan 29 Ord Jan 29

TUCKER, WILLIAM HEBER, Ludgvan, Cornwall, Builder Truro Pet Jan 30 Ord Jan 30

TUFFLEY, GEORGE, Leicester, Builder Leicester Pet Jan 30 Ord Jan 30

TURNER, CHARLES WILLIAM, Kirkley, Suffolk, Ironmonger Great Yarmouth Pet Jan 30 Ord Jan 30

VINALL, ERNEST, Eastbourne, Architect Eastbourne Pet Nov 6 Ord Jan 25

WALKER, ARTHUR, Kidderminster, Tobacconist Kidderminster Pet Jan 29 Ord Jan 29

WESTWELL, THOMAS, Clayton le Moors, Lancs, Mill Manager Blackburn Pet Jan 31 Ord Jan 31

WHITE, THOMAS, Colyton, Devon, Dairyman Exeter Pet Jan 31 Ord Jan 31

WILKES, FREDERICK GEORGE, West Bromwich, Builder West Bromwich Pet Dec 18 Ord Jan 24

WINN, GEORGE, Hunslet, Leeds, Wheelwright Leeds Pet Jan 29 Ord Jan 29

WOOD, JAMES FERGUS O'CONNOR, Chicklewood High Court Pet Jan 2 Ord Jan 29

WRIGHT, CHARLES, Leicester, Carter Leicester Pet Jan 29 Ord Jan 29

London Gazette.—TUESDAY, Feb. 6.

ARNOLD, DAN, Luton, Fitter Luton Pet Feb 1 Ord Feb 1

BAILEY, THOMAS, Nelson, Lancs, Powerloom Tackler Burnley Pet Feb 3 Ord Feb 3

BALDWIN, JOSIAH, Sherp rswell, nr Dover, Miller Canterbury Pet Feb 2 Ord Feb 2

BARNES, ALFRED WRIGHT, Little Denmark st, Soho, Drysalter High Court Pet Feb 1 Ord Feb 1

BURGESS, WILLIAM, Chatham, Corn Merchant Rochester Pet Feb 2 Ord Feb 2

BURGOINE, JAMES, Hyde, Builder Ashton under Lyne Pet Feb 1 Ord Feb 1

CADWALLADER, THOMAS, Avenbury, Hereford, Carpenter Worcester Pet Feb 3 Ord Feb 3

CATHCART, ALAN T, Church Stretton, Salop Shrewsbury Pet Jan 19 Ord Jan 31

COCKERSELL, EDWIN, Canterbury, Stonemason Canterbury Pet Feb 3 Ord Feb 3

COMBER, GEORGE, Shanklin, I of W, Wholesale Tobacco Merchant Newport Pet Feb 3 Ord Feb 3

CROWTHER, THOMAS, Todmorden, Yorks, Estate Agent Burnley Pet Jan 30 Ord Jan 31

FIRKBEE, FRANK TRENHAM, Jerningham rd, New Cross High Court Pet Jan 9 Ord Feb 2

FOSTER, EBENEZER, Penygraig, Glam, Commission Agent Pontypridd Pet Feb 3 Ord Feb 3

GOLDSACK, THOMAS, Dover, Ironmonger Canterbury Pet Feb 2 Ord Feb 2

GOODMAN, JULIUS, Moseley, Birmingham, Managing Director Birmingham Pet Jan 18 Ord Jan 31

GURVICH, MORRIS, Cardiff, Travelling Draper Cardiff Pet Feb 2 Ord Feb 2

HALL, LEILA, Gloucester rd, Court Dressmaker High Court Pet Feb 3 Ord Feb 3

HAM, JAMES ALFRED, Denmark hill, Builder High Court Pet Feb 3 Ord Feb 3

HODDS, BENJAMIN, Gorleston, Norfolk, Overseer Great Yarmouth Pet Feb 1 Ord Feb 1

JACKSON, JOHN TERRY, Luddenden, nr Halifax, Painter Halifax Pet Feb 1 Ord Feb 1

JACOBS, MORRIS, Leeds, Picture Dealer Leeds Pet Feb 2 Ord Feb 2

JARMAN, ROBERT THOMAS, Ramsgate, Builder Canterbury Pet Jan 31 Ord Jan 31

LANE, SIDNEY WINTER, Quedgeley, Glos, Warehouseman Gloucester Pet Feb 2 Ord Feb 2

MARCHANT, JASPER VICKERS, New Cross, Fish Salesman High Court Pet Feb 1 Ord Feb 1

MOORE, FREDERICK, St Helens, Lancs, Labourer Liverpool Pet Feb 1 Ord Feb 1

NASH, WILLIAM THOMAS, Staines, Baker Guildford Pet Feb 2 Ord Feb 2

NELSON, MARY ELIZABETH. Weybread, Suffolk, Farmer Ipswich Pet Feb 1 Ord Feb 1

NEWBOULD, EDWARD, Newall, nr Otley, York, Farmer Leeds Pet Jan 31 Ord Jan 31

PALEY, SARAH ELIZABETH, Harrogate, Yorks, Lodging House Keeper York Pet Feb 2 Ord Feb 2

PHILLIPS, HARRY, Stoke Newington, Provision Merchant Edmonton Pet Feb 2 Ord Feb 2

ROBINSON, FRANCIS MATTHEWS, Hagworthingham, Lincoln, Farmer Lincoln Pet Jan 30 Ord Feb 2

SERGISON, EMILY, Preston, Pawnbroker Preston Pet Jan 23 Ord Feb 2

SHAW, JOHN, Pentonville rd, Brush Manufacturer High Court Pet Nov 9 Ord Feb 1

SMITH, JOSEPH, St Bride st, Publisher and Printer High Court Pet Dec 15 Ord Feb 1

SMITH, WILLIAM THOMAS, Higham Ferrers, Northampton, Boot Manufacturer Northampton Pet Jan 10 Ord Feb 3

STAVENSON, ALEXANDER WALLACE, Brook st, Grosvenor sq High Court Pet Jan 11 Ord Feb 1

THACKRAY, MARY ANN, Kingston upon Hull, Baker Kingston upon Hull Pet Feb 3 Ord Feb 3

TRUMP, STANLEY, Petersfield, Hants, Miller Portsmouth Pet Feb 2 Ord Feb 2

TURNER & HORSLEY, Pall mall, Publishers High Court Pet Dec 4 Ord Feb 1

WADDINGTON, WILLIAM FORREST, Glodwick, Oldham, Clerk Preston Pet Feb 2 Ord Feb 2

WALTON, HURDUS, Halifax, Clerk Halifax Pet Feb 3 Ord Feb 3

WARE, JAMES, Wickham, Hants, Licensed Victualler Portsmouth Pet Feb 1 Ord Feb 1

WILKINSON, ISAAC, Eastburn, Kildwick, Yorks, Innkeeper Bradford Pet Feb 2 Ord Feb 2

WILLIAMS, HUGH OWEN, Craigydon, Llandudno, Boot Dealer Bangor Pet Feb 2 Ord Feb 2

WINTER, CHRISTOPHER BENJAMIN, Leeds, Painter Leeds Pet Feb 2 Ord Feb 2

FIRST MEETINGS.

ARDLEY, ALBERT OAKLEY, West Kensington, Brewer's Traveller Feb 15 at 12 Bankruptcy bldgs, Carey st

ARTHAN, JOSEPH, Chester, Butcher Feb 14 at 12 Crypt chmbrs, Eastgate row, Chester

AYTON, SAMUEL, Stockton on Tees Debt Collector Feb 14 at 3 Off Rec, 8, Albert rd, Middlesborough

BAKER, THOMAS, Red Rice Farm, nr Andover, Farmer Feb 13 at 2.30 Off Rec, City chmbrs, Endless st, Salisbury

BATES, ARTHUR, and WILLIAM POULTON, Dewsbury, York, Wholesale Confectioners Feb 14 at 3 Off Rec, Bank chmbrs, Batley

BARLOW, JAMES, Lumb, nr Newchurch, Lancs, Creeler Feb 20 at 11.15 Townhall, Rochdale

BARTON, FRANCIS HERBERT, Wolverhampton, Baker Feb 15 at 11.30 Off Rec, Wolverhampton

BRADLEY, GEORGE FREDERICK, Moseley, Worcester, Ironmonger Feb 14 at 12 174, Corporation st, Birmingham

BRAMLEY, JOHN CURTOIS, Langvick, Lincs, Farmer Feb 15 at 12.30 Off Rec, 4 and 6, West st, Boston

BROOKS, JOHN, Manchester, Boot Repairer Feb 14 at 3 Off Rec, Byrom st, Manchester

BURGOINE, JAMES, Hyde, Builder Feb 13 at 3.30 Off Rec, Byrom st, Manchester

DE LUSSAN, ALFRED, Castle Eaton, Northamptons Feb 23 at 11.45 Law Courts, New rd, Peterborough

FANSTONE, WALTER, Reading, Brewer's Traveller Feb 15 at 12 Queen's Hotel, Reading

FULFORD, JOHN HENRY, Bishopston, Bristol, Professor of Music Feb 14 at 12 Off Rec, Baldwin st, Bristol

GARRAWAY, GEORGE HERBERT, Stroud Green Feb 13 at 12 Bankruptcy bldgs, Carey st

GILL, ALFRED, Oldham, Horse Dealer Feb 15 at 3 Off Rec, Bank chmbrs, Queen st, Oldham

GOOSE, ROBERT, Leyton, Essex, Butcher Feb 14 at 11 Bankruptcy bldgs, Carey st

GUMBLEY, HERBERT HARRY, and JAMES AUGUSTUS SCOTT, Birmingham, Cycle Saddle Makers Feb 14 at 11 174, Corporation st, Birmingham

HARRISON, JOSEPH GEORGE, Belgrave, Leics, Nurseryman Feb 13 at 12 30 Off Rec, 1 Berridge st, Leicester

HARRISON, WILLIAM, Birmingham, Cycle Lamp Manufacturer Feb 16 at 12 174, Corporation st, Birmingham

HAYTHORNTHWAITE, JAMES, Nelson, Lancs, Loom Overlooker Feb 23 at 1 Exchange Hotel, Nicholas st, Burnley

HEMMINGS, A J, Boscombe, Hants, Boot Dealer Feb 14 at 10.45 Antelope Hotel, Poole

HEWSON, RICHARD, Kingston upon Hull, Wholesale Fruit Merchant Feb 13 at 11 Off Rec, Trinity house ln, Hull

HILCKES, HARRY, Lee, Kent, Philatelic Publisher Feb 13 at 12 24, Railway app, London Bridge

LARGE, JAMES, and WALTER WILLIAM LARGE, Cirencester, Builders Feb 14 at 11.30 Off Rec, 46, Cricklade st, Swindon

MARCHANT, JASPER VICKERS, New Cross, Fish Salesman Feb 14 at 12 Bankruptcy bldgs, Carey st

MAWER, JANE, and CHARLES RICHARD MAWER, Frithville, Lincs, Farmers Feb 15 at 12 Off Rec, 4 and 6, West st, Boston

MITCHELL, JOHN MILLAR, Crouch End, Clerk Feb 13 at 11 Bankruptcy bldgs, Carey st

MOORE, FREDERICK, St Helens, Labourer Feb 15 at 10.30 Off Rec, 35, Victoria st, Liverpool

MOORE, JOHN BELL, Burley Fields, Leeds Feb 14 at 11 Off Rec, Bank chmbrs, Batley

NEWBOULD, EDWARD, Newall, nr Otley, York, Farmer Feb 14 at 11 Off Rec, 22, Park row, Leeds

PALEY, SARAH ELIZABETH, Harrogate, Yorks, Lodging house Keeper Feb 19 at 11.15 Off Rec, 28, Stonegate, York

PARSONS, GEORGE HENRY, South Ealing Feb 15 at 12 Off Rec, 95, Temple chmbrs, Temple av

PARSONS, JAMES JOHN, Pontypridd, Grocer Feb 13 at 12 135, High st, Merthyr Tydfil

POGSON, JOE, Bradford, Provision Merchant Feb 15 at 11 Off Rec, 31, Manor row, Bradford

SHILCOCK, JOHN WILLIAM, New Southgate, Cycle Maker Feb 15 at 3 Off Rec, 95, Temple chmbrs, Temple av

SPRIGHT, WILLIAM, Lancaster, Joiner Feb 15 at 3 Off Rec, 14, Chapel st, Preston

STANLEY, HENRY WILSON, Wednesbury, Corn Factor Feb 14 at 11.30 Off Rec, Walsall

SUMMONS, WILLIAM GEORGE, Bedminster, Bristol, Builder Feb 14 at 12.15 Off Rec, Baldwin st, Bristol

TRUMP, STANLEY, Petersfield, Hants, Miller Feb 13 at 3.30 Off Rec, Cambridge junc, High st, Portsmouth

TUFFLEY, GEORGE, Leicester, Builder Feb 14 at 12 Off Rec, 1, Berridge st, Leicester

URQUHART, Mrs, Shooter's Hill rd Feb 13 at 11.30 24, Railway app, London Bridge

URWIN, JOHN GEORGE, Darlington, Bookmaker Feb 14 at 3 Off Rec, 8, Albert rd, Middlesborough

WALKER, FRED ROBERT, Cleethorpes, Lincs, Fish Packer Feb 13 at 11 Off Rec, 15, Osborne st, Gt Grimsby

WARE, JAMES, Wickham, Hants, Licensed Victualler Feb 13 at 3 Off Rec, Cambridge junction, High st, Portsmouth

WHEELER, EDWARD, Bracknell, Berks, Builder Feb 15 at 1 Queen's Hall, Reading

WIGHTMAN, CHARLES PROUDLOCK, Middlestone Moor, Durham, Innkeeper Feb 13 at 2.30 Off Rec, 25, John st, Sunderland

WRIGHT, CHARLES, Leicester, Carter Feb 13 at 3 Off Rec, 1, Berridge st, Leicester

Amended notice substituted for that published in the London Gazette of Jan 30:

PAYNE, ERNEST, East Grinstead, Carman Feb 6 at 12.15 Railway Hotel, East Grinstead

ADJUDICATIONS.

ARTHAN, JOSEPH, Chester, Butcher Chester Pet Jan 31 Ord Feb 3

BAILEY, THOMAS, Nelson, Lancs, Powerloom Tackler Burnley Pet Feb 3 Ord Feb 3

BALDWIN, JOSIAH, Shepherdswell, nr Dover, Miller Canterbury Pet Feb 2 Ord Feb 2

BENTON, GEORGE, Ilford, Essex, Boot Dealer High Court Pet Dec 27 Ord Feb 1

BURGESS, WILLIAM, Chatham, Corn Merchant Rochester Pet Feb 2 Ord Feb 2

BURGOINE, JAMES, Hyde, Builder Ashton under Lyne Pet Feb 1 Ord Feb 1

CADWALLADER, THOMAS, Avenbury, Hereford, Carpenter Worcester Pet Feb 3 Ord Feb 3

CLEAVER, PERCY CHARLES, Landport, Hants, Boot Dealer Portsmouth Pet Jan 18 Ord Feb 1

COCKERSELL, EDWIN, Canterbury, Stonemason Canterbury Pet Feb 3 Ord Feb 3

COMBER, GEORGE, Shanklin, I W, Wholesale Tobacco Merchant Newport Pet Feb 3 Ord Feb 3

CROWTHER, THOMAS, Todmorden, Estate Agent Burnley Pet Jan 30 Ord Jan 31

DODD, NATHANIEL, Hulme, Manchester, Finisher Manchester Pet Jan 18 Ord Feb 2

ELGAR, THOMAS CHEESEMAN ROBERT, Frome, Somerset, Newspaper Editor Frome Pet Jan 22 Ord Feb 1

FOSTER, EBENEZER, Penygraig, Commission Agent Pontypridd Pet Feb 3 Ord Feb 3

GOLDSACK, THOMAS, Dover, Ironmonger Canterbury Pet Feb 2 Ord Feb 2

GREENWOOD, PAUL ALEXANDER, Charing Cross rd, Licensed Victualler High Court Pet Dec 7 Ord Feb 2

GURVICH, MORRIS, Cardiff, Travelling Draper Cardiff Pet Feb 2 Ord Feb 2

HODDS, BENJAMIN, Gorleston, Norfolk, Overseer Gt Yarmouth Pet Feb 1 Ord Feb 1

JACKSON, JOHN TERRY, Luddenden, nr Halifax, Painter Halifax Pet Feb 1 Ord Feb 1

JACOBS, MORRIS, Leeds, Picture Dealer Leeds Pet Feb 2 Ord Feb 2

KINNELL, WALTER JAMES, Paddock Wood, Kent, Hop Wirework Erector Tunbridge Wells Pet Jan 16 Ord Feb 3

LANE, SIDNEY WINTER, Quedgeley, Glos, Warehouseman Gloucester Pet Feb 2 Ord Feb 2

NASH, WILLIAM THOMAS, Staines, Baker Guildford Pet Feb 2 Ord Feb 2

NELSON, MARY ELIZABETH, Weybread, Suffolk, Farmer Ipswich Pet Feb 1 Ord Feb 1

NEWBOULD, EDWARD, Newall, nr Otley, York, Farmer Leeds Pet Jan 31 Ord Jan 31

PALEY, SARAH ELIZABETH, Harrogate, Yorks, Lodging house Keeper York Pet Feb 2 Ord Feb 2

PARSONS, GEORGE HENRY, South Ealing Brentford Pet Dec 29 Ord Jan 27

PHILLIPS, HARRY, Stoke Newington, Provision Merchant Edmonton Pet Feb 2 Ord Feb 2

POGSON, JOE, Bradford Bradford Pet Jan 16 Ord Feb 1

RIGLEY, WILLIAM, East Kirkby, Notts, Builder Nottingham Pet Jan 12 Ord Feb 3

ROBINSON, FRANCIS MATTHEWS, Hagworthingham, Lincoln, Farmer Lincoln Pet Jan 30 Ord Feb 2

SHELHAM, G., Bristol, Baker Bristol Pet Jan 11 Ord Feb 2

THACKRAY, MARY ANN, Kingston upon Hull, Baker Kingston upon Hull Pet Feb 3 Ord Feb 3

WADDINGTON, WILLIAM FORREST, Glodwick, Oldham, Clerk Preston Pet Feb 2 Ord Feb 2

WALTON, HURDUS, Halifax, Clerk Halifax Pet Feb 3 Ord Feb 3

WARE, JAMES, Wickham, Hants, Licensed Victualler Portsmouth Pet Feb 1 Ord Feb 1

WILKINSON, ISAAC, Kildwick, Yorks, Innkeeper Bradford Pet Feb 2 Ord Feb 2

WILLIAMS, HUGH OWEN, Llandudno, Boot Dealer Bangor Pet Feb 2 Ord Feb 2

WINTER, CHRISTOPHER BENJAMIN, Leeds, Painter Leeds Pet Feb 2 Ord Feb 2

YARMOUTH, The Earl of, George st, Hanover sq High Court Pet July 17 Ord Feb 1

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.